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

BE IT REMEMBERED that on October 13, 2026, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Brandon Willis, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3 (ABSENT)

Absent

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

Honorable Zena Stephens, Sheriff (ABSENT)

Absent

Honorable Roxanne Acosta-Hellberg, County Clerk

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

Jeff R. Branick, County Judge
Brandon Willis, Commissioner, Precinct One
Cary Erickson, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS October 13, 2026

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

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

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

9:00 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting would have a detrimental effect on the Commissioners Court in negotiations with a third party.

9:15 a.m. - Announcement of a Workshop to hear a presentation from Juan Moya and Ginny King regarding work they have done on behalf of Lochner and NCS2LC to provide solutions for flooding within Jefferson County.

10:00 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.071 to consult with our attorney regarding pending or anticipated litigation.

Jefferson County provides the opportunity for the public to view the Commissioner's Court meeting with the following options:

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

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

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

INVOCATION: Cary Erickson, Commissioner, Precinct Two

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

PURCHASING:

(a).Consider and approve specifications for Invitation for Bid (IFB 26-066/MR) Garth Road Reconstruction Phase 1 is not funded by Capital Projects. It is funded by the Jefferson County Assistance District #4.

SEE ATTACHMENTS ON PAGES 20 - 125

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

(b).Receive and file bids for Invitation for Bid (IFB 26-055/CG) Term Contract for Aviation Fuel for Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 126 - 617

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

(c).Consider, establish and approve Selection Review Committee to review the responses received for Request for Proposal (RFP 26-056/CG), FEMA Flood Mitigation Assistance (FMA) Management Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.

NO ATTACHMENTS

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

(d).Consider and approve, execute, receive and file renewal for (RFP 23-052/MR), Janitorial Services for Jefferson County for a third (1) one-year renewal with Southeast Texas Building Service, Inc., from November 15, 2026 to November 14, 2027.

SEE ATTACHMENTS ON PAGES 618 - 618

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

(e).Consider and approve, execute, receive and file renewal for (IFB 23-055/MR), Term Contract for Morgue Transport Service for Jefferson County for a third (1) one-year renewal with Proctor's Mortuary, from November 11, 2026 to November 10, 2027.

SEE ATTACHMENTS ON PAGES 619 - 619

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

(f).Consider and approve, execute, receive and file Professional Services Agreement (PROF 26-067/MR) with NMS Labs for forensic testing services for the Regional Crime Lab from October 1, 2026 to December 31, 2027 in accordance with a discretionary exemption as authorized by Local Government Code 262.024(a)(4) a personal or professional service.

SEE ATTACHMENTS ON PAGES 620 - 621

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

(g).Consider and approve, execute, receive and file Job Order Contract (JOC 26-068/MR) with Preferred Facilities Group, USA for refinishing of the Grand Jury table in the amount of $4,093.57; in accordance with Choice Partners Contract 24-018/MR-19.

SEE ATTACHMENTS ON PAGES 622 - 626

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

(h).Consider and approve, execute, receive and file Agreement (26-069/MR) with Spectrum Business for Enterprise Internet Services for JP Pct. 4 in the amount of $170.00 monthly with a one-time fee of $100.00 for a period of three (3) years.

SEE ATTACHMENTS ON PAGES 627 - 628

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

(i).Consider and approve, execute, receive and file Agreement (26-070/MR) with Spectrum Business for Dedicated Fiber Internet Services for the Diversion Center in the amount of $575.00 monthly for a period of one (1) year. This will be funded by Special Revenue Funds – Diversion Center.

SEE ATTACHMENTS ON PAGES 629 - 630

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

(j).Consider and approve, execute, receive and file Change Order #1 to Job Order Contract (JOC 26-027/MR) with Preferred Facilities Group, USA in the amount of $33,509.54 for additional fire suppression installation cost for Diversion Center Phase II Renovations bringing the total from $2,181,781.39 to $2,215,290.93. This project is funded by Interlocal Agreement between Spindletop Center and Jefferson County executed March 18, 2025.

SEE ATTACHMENTS ON PAGES 631 - 633

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

(k).Consider and approve, execute, receive and file Task Order #1 for (RFQ 25-046/MR) Airport Engineering Consulting in the amount of $267,077.00 with Garver, LLC for Airfield Lighting Rehabilitation Construction Phase Engineering Services for Jack Brooks Regional Airport; pursuant to Chapter 262 Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327. This project is funded 95% by FAA AIP Grant #47 and 5% budget funds.

SEE ATTACHMENTS ON PAGES 634 - 646

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

(l). Execute, receive and file, Change Order #1 to Request for Proposal (RFP 18-041/JW) Grant Administration and Management Services (Infrastructure) for Community Development Block Grant – Disaster Recovery Program for Jefferson County with the GMJ in the amount of $57,631.00 for grant administration services provided during the extended duration of the CDBG-DR Home Buyout/Acquisition Program the bringing the total amount from $267,280.00 to $324,911.00, contingent upon the GLO's approval as allowable grant administration fees. Change Order#1 was approved by Commissioners' Court on September 22, 2026.

SEE ATTACHMENTS ON PAGES 647 - 649

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

(m). Consider and approve disposal of surrendered license plates to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County as outlined in Registration and Title Bulletin (RTB) #025-12.

SEE ATTACHMENTS ON PAGES 650 - 651

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

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

SEE ATTACHMENTS ON PAGES 652 - 657

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

COUNTY AUDITOR:

(a). Consider and approve FY 2026 budget transfer – Parks – additional cost for electrical work at Walter Umphrey Park.

SEE ATTACHMENTS ON PAGES 658 - 658

116-0606-452-4009	BUILDINGS AND GROUNDS	$4,054.00	
116-0606-452-1005	EXTRA HELP		$4,054.00

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

(b). Consider and approve FY 2026 budget transfer – Parks – additional cost for electricity at Spindletop Park.

SEE ATTACHMENTS ON PAGES 659 - 659

116-0609-452-4056	ELECTRICITY	$188.00	
116-0609-452-3048	LUMBER		$188.00

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

(c). Consider and approve FY 2026 budget transfer – Jail – additional cost for inmate meals due to increased population.

SEE ATTACHMENTS ON PAGES 660 - 660

120-3062-423-3033	FOOD	$140,000.00	
120-3062-423-1044	DETENTION OFFICERS		$140,000.00

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

(d). Consider and approve FY 2026 budget amendment – 279th District Court – additional cost for indigent defense.

SEE ATTACHMENTS ON PAGES 661 - 661

120-2038-412-5079	JUVENILE ATTORNEY FEES	$50,000.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		$50,000.00

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

(e).Consider and approve FY 2027 budget amendment – Jail – toolbox and tools for plane due to delivery delay.

SEE ATTACHMENTS ON PAGES 662 - 662

120-3062-423-6018	POWER TOOLS & APPLIANCES	$25,583.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		$25,583.00

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

(f).Consider and approve Resolution for 2027 Indigent Defense Formula grant application.

SEE ATTACHMENTS ON PAGES 663 - 663

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

(g).Conduct a Public Hearing pursuant to Chapter 292D of the Texas Health & Safety Code, to continue to participate in the Jefferson County local health care provider participation program subject to recently enacted Chapter 292D of the Texas Health and Safety Code, amend the Jefferson County Health Care Provider Participation Program Rules and Procedures to align with Chapter 292D, set the mandatory payment rate for Fiscal Year 2027 applicable to Jefferson County's local provider participation program and how the revenue derived from those payments is to be spent.

NO ATTACHMENTS

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

(h).Consider and approve order to continue to participate in the Jefferson County local health care provider participation program subject to recently enacted Chapter 292D of the Texas Health and Safety Code, amend the Jefferson County Health Care Provider Participation Program Rules and Procedures to align with Chapter 292D, and to set mandatory payment rate for Fiscal Year 2027 pursuant to Chapter 292D of Texas Health & Safety Code and how the revenue derived from those payments is to be spent. Consider and approve budgeted expenditures of $10,000 for administrative fees to Jefferson County and up to $500 for required postings in local newspapers for fiscal year 2027.

SEE ATTACHMENTS ON PAGES 664 - 664

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

(i).Consider and approve a Resolution Authorizing County Grant, Texas Department of Agriculture Home-Delivered Meal Grant Program for Center for Christians Services (United Board of Missions) for FY 2026-2027.

SEE ATTACHMENTS ON PAGES 665 - 665

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

(j).Consider and approve a Resolution Authorizing County Grant, Texas Department of Agriculture Home-Delivered Meal Grant Program for Nutrition & Services for Seniors for FY 2026-2027.

SEE ATTACHMENTS ON PAGES 666 - 666

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

(k).Consider and approve expenditures by the Road & Bridge Pct. 4 in accordance with order pursuant to section 130.908 of Texas Local Government Code. Estimated costs for the following line items for October: Diesel $6,500, Tires $2,500, Road Machinery repairs $7,500, and Water & Sewer $150.

SEE ATTACHMENTS ON PAGES 667 - 674

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

(l).Consider and approve FY 2026 budget transfer – Treasurer – additional cost for travel.

SEE ATTACHMENTS ON PAGES 675 - 675

120-1017-415-5062	TRAVEL EXPENSE	$255.00	
120-1017-415-3078	OFFICE SUPPLIES		$255.00

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

(m).Regular County Bills -check #543602 through check #543808 (10/6/26) and check #543809 through check #544083 (10/13/26).

SEE ATTACHMENTS ON PAGES 676 - 694

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

(n).Consider and approve budget amendment - Sheriff's Office - cost of aviation maintenance, and CAD/RMS/MFR software.

SEE ATTACHMENTS ON PAGES 695 - 695

120-3059-421-6053	COMPUTER SOFTWARE	$430,933.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		$430,933.00

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

(o).Consider and approve budget transfer – Veteran’s Office – cost of web cameras.

SEE ATTACHMENTS ON PAGES 696 - 696

120-8096-419-3084	MINOR EQUIPMENT	$110.00	
120-8096-419-4052	POSTAGE		$110.00

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

COUNTY AIRPORT:

(a).Consider and possibly approve and authorize the County Judge to execute a hangar lease agreement with Walden Road Properties for hangar space at the Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 697 - 704

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

COUNTY COMMISSIONERS:

(a).Consider and possibly approve the 2027 Jefferson County Holiday Schedule.

SEE ATTACHMENTS ON PAGES 705 - 705

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

(b).Receive and file executed agreement between Jefferson County and Lamar University on Behalf of Lamar University SETCAST.

SEE ATTACHMENTS ON PAGES 706 - 708

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

(c).Consider, possibly approve, receive and file a Resolution in Support of the Save Our Shrimpers Act (H.R. 2071.)

SEE ATTACHMENTS ON PAGES 709 - 709

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

(d).Consider, possibly approve, receive and file a Resolution that Jefferson County Join in Support of the U.S. Department of Agriculture, the Department of the Interior and the Department of War Sentinel Landscapes Partnership.

SEE ATTACHMENTS ON PAGES 710 - 710

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

(e).Consider and possibly approve a Proclamation recognizing National Ovarian Cancer and Breast Center Awareness Months and Celebrating the Lifesaving Mission of the Julie Rogers "Gift of Life" Program in Jefferson County.

SEE ATTACHMENTS ON PAGES 711 - 711

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

(f).Consider and possibly approve a Proclamation for Domestic Violence Awareness Month in Jefferson County.

SEE ATTACHMENTS ON PAGES 712 - 712

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

(g).Consider and approve the appointment of Renee Johnson as Commissioner of the Sabine Neches Navigation District, to replace the position vacated by the loss of her husband Joseph Johnson.

SEE ATTACHMENTS ON PAGES 713 - 714

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

(h).Consider, possibly approve, authorize the County Judge to execute, receive and file a Quit Claim Deed from Jefferson County to Darrell L. Jackson, an heir of Curvy Jackson, who has redeemed the property. (This property was the subject of Cause No. 24DCCV 112 and was the subject of an order Sheriff's sale but was struck off.)

SEE ATTACHMENTS ON PAGES 715 - 717

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

(i).Consider, approve, and authorize Judge Naomi Doyle to execute the Interlocal Cooperation Contract with the Department of Public Safety for the Texas Conviction Reporting application for the Justice of the Peace Pct. 1, Pl 1 Court of Jefferson County.

SEE ATTACHMENTS ON PAGES 718 - 720

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

(j).Consider, approve, and authorize Judge Benjamin Collins to execute the Interlocal Cooperation Contract with the Department of Public Safety for the Texas Conviction Reporting application for the Justice of the Peace Pct. 1, Pl 2 Court of Jefferson County.

SEE ATTACHMENTS ON PAGES 721 - 723

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

(k).Consider, approve, and authorize Judge Justin Chesson to execute the Interlocal Cooperation Contract with the Department of Public Safety for the Texas Conviction Reporting application for the Justice of the Peace Pct. 4 Court of Jefferson County.

SEE ATTACHMENTS ON PAGES 724 - 726

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

(l).Consider, approve, and authorize Judge Ransom Jones, Jr to execute the Interlocal Cooperation Contract with the Department of Public Safety for the Texas Conviction Reporting application for the Justice of the Peace Pct. 6 Court of Jefferson County.

SEE ATTACHMENTS ON PAGES 727 - 729

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

(m).Consider, approve, and authorize Judge James Burnett to execute the Interlocal Cooperation Contract with the Department of Public Safety for the Texas Conviction Reporting application for the Justice of the Peace Pct. 7 Court of Jefferson County.

SEE ATTACHMENTS ON PAGES 730 - 732

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

(n).Consider, approve, and authorize Judge Kalan Gardner to execute the Interlocal Cooperation Contract with the Department of Public Safety for the Texas Conviction Reporting application for the Justice of the Peace Pct. 8 Court of Jefferson County.

SEE ATTACHMENTS ON PAGES 733 - 735

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

(o).Consider, possibly approve and authorize the County Judge to execute a Subterranean Pilings Easement (0.033-Acre) and (2) Temporary Workspace Easements (0.631-Acre and a 0.044-Acre) from Jefferson County to Jefferson County Drainage District No. 7. The Subterranean Pilings Easement and (2) Temporary Access Easements are in support of the United States Army Corps of Engineers requirements. These easements will be located in Port Arthur, Tx adjacent to the Jefferson County Sub-Courthouse grounds and behind the Adult Probation building along the Hurricane Protection Levee in PCT 3.

SEE ATTACHMENTS ON PAGES 736 - 748

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

ENGINEERING DEPARTMENT:

(a). Consider and possibly approve a Minor Plat of 70.68 acres into Tract A (67.18 ac) and Tract B (3.497 ac) out of a 69.759 acre and Three Tracts of Land in the Emery Rains Survey, Abstract No. 44, Jefferson County Texas. This Minor Plat is located on Meeker Road in Precinct #1. This Minor Plat is located in the City of Beaumont's ETJ and has met all of City of Beaumont and Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 749 - 750

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

(b). Consider and possibly approve Tracts 8-A & 8-B, 4.610 Acres of Land, Replat of All of Lot 8, Green Acres North, Jefferson County, Texas. This Replat is located on Oakdale Drive in Precinct #4. This replat is not located in any ETJ and has met all of Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 751 - 751

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

(c). Consider and possibly approve a Replat of Lots 11 & 12 Block 3 Pine Island Estates, Phase 2, of Record in County Clerk's File No. 2016038035, Map Records, in the H.T. & B. Railroad Company Survey, Section 5, Abstract No. 140, Jefferson County, Texas, into Lot 11A, Block 3 Pine Island Estates Phase 2. This replat is located on Foxtail Trail in Precinct #1. This Replat is located in the City of Beaumont's ETJ and has met all of City of Beaumont and Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 752 - 752

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

SHERIFF'S DEPARTMENT:

(a). Consider, approve, and authorize the County Judge to execute a Memorandum of Agreement (MOA) with the Beaumont Police Department and the Sheriff's Office for cost reimbursement related to the countywide sex offender watch tracking program. Funds will be provided from the Sheriff's Law Enforcement FY 2026–2027 budget, which has already been approved.

SEE ATTACHMENTS ON PAGES 753 - 756

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

VISITORS CENTER:

(a). Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations for Fall 2026 grant requests.

SEE ATTACHMENTS ON PAGES 757 - 760

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

OTHER BUSINESS:

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

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

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

Jeff R. Branick
County Judge

Regular, October 13, 2026

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

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

October 13, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 26-066/MR) Garth Road Reconstruction Phase 1.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Purchasing Department (1st 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:	**Garth Road Reconstruction Phase 1**
BID NUMBER:	**IFB 26-066/MR**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, November 4, 2026**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

There will be a **Pre-Bid Conference and Walk-Through** at **9:00 am CT on Thursday**, **October 22, 2026**, at Jefferson County Engineering Department Conference Room located at 1149 Pearl Street, (Historic Courthouse 5th Floor), Beaumont, Texas 77701.

The County shall require the Bidder to furnish a Bid Security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas.

Within ten (10) days after the date of contract execution and prior to the issuance of Notice to Proceed and/or Purchase Order, the Bidder shall furnish the following bonds: Performance Bond to the County for the full amount of the contract if the contract exceeds fifty-thousand dollars ($50,000). Payment Bond to the County for the full amount of the contract if the contract exceeds twenty-five thousand dollars ($25,000.00).

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

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

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

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

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:

The Examiner:
October 15, 2026 & October 22, 2026

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BID SUBMISSIONS: One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, in its entirety. Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda. Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/
Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications and plans revised as of July 27, 2026.

1. BIDDING.

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

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

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

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

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

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

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

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

1.9 DESCRIPTIONS.
Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications

is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

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

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

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

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

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

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

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

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

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

1.18 RESPONSIVENESS.
A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include “price in effect at the time of delivery,”

and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract, are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

Under the "Hazardous Communications Act," commonly 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 receiving 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 pursuant to Texas Government Code §2251.022.

3.4 FUNDING.

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral

statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERIMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within **90** days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during

non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

posted on the Purchasing web page at https://jeffersoncountytx.gov/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

with the submitted offer.

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

20. DEFINITIONS.

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. SMALL, MINORITY, WOMEN BUSINESS ENTERPRISE, VETHUB, DBE & ACDBE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small Business Concerns (HUBZone), Minority (MBE), women-owned (WBE) businesses, Veteran Heroes United in Business (VetHUB), Disadvantaged Business Enterprise (DBE) & Airport Concession Disadvantaged Business Enterprise (ACDBE) in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550 B
Dallas, TX 75247
214-920-2436
Website: www.mbda.gov/business-center/dallas-mbda-business-center
Email: admin1@mbdadallas.com

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: https://www.mbda.gov/zh-hans/business-center/el-paso-mbda-business-center
Email: treed@ephcc.org

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324 B
San Antonio, TX 78207
210-458-2480
Website: https://www.mbda.gov/zh-hans/business-center/san-antonio-mbda-business-center
Email: Jacqueline.jackson@utsa.edu

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):
Website: https://www.sba.gov/local-assistance

Dallas/Fort Worth District Office
150 West Parkway, Ste. 130
Euless, TX 76040
817-684-5500
Website: https://www.sba.gov/district/dallas-fort-worth
Email: dfwdo.email@sba.gov

El Paso District Office
211 N. Florence St, Ste. 201
El Paso, TX 79901
915-834-4600
Website: https://www.sba.gov/district/el-paso
Email: lee.vega@sba.gov

Houston District Office
8701 S. Gessner Dr, Ste. 1200
Houston, TX 77074
713-773-6500
Website: https://www.sba.gov/district/houston
Email: houston@sba.gov

Lower Rio Grande Valley District Office
2422 E. Tyler Ave, Suite E
Harlingen, TX 78550
956-427-8533
Website: https://www.sba.gov/district/lower-rio-grande-valley
Email: lrgvdo.email@sba.gov

San Antonio District Office
615 E. Houston St, Ste 298
San Antonio, TX 78205
210-403-5900
Website: https://www.sba.gov/district/san-antonio
Email: sado.email@sba.gov

West Texas District Office
1205 Texas Ave, Room 408
Lubbock, TX 79401
806-472-7462
Website: https://www.sba.gov/district/west-texas
Email: lubdo@sba.gov

VetHUB certification information can be found at:

Statewide Procurement Division VetHUB Program
P.O. Box 13186
Austin, TX 78711
512-463-5872
Website: https://comptroller.texas.gov/purchasing/vendor/hub
Email: vethubprogram@cpa.texas.gov

HUBZone small business concern certification information can be found at:

U.S. Small Business Administration
409 3rd St., SW
Washington, DC 20416
866-722-4357
Website: https://www.sba.gov/federal-contracting/contracting-assistance-programs
Email: certifications@sba.gov

DBE & ACDBE certification information can be found at:

Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701
512-416-4700
Website: https://txdot.txdotcms.com
Email: civilrights@txdot.gov

PROPOSER: INSERT HUBZone SBE, VetHUB, MBE, WBE, DBE or ACDBE Certification behind this page.

SECTION 2: FEDERALLY MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.318-327 & §200.327 APPENDIX II TO 2 CFR §200 & THE FEDERAL AVIATION ADMINISTRATION

The following are Federally mandated contract provisions for Non-Federal Entity (NFE) Contracts with contractors/vendors that may arise from this offer if funded under Federal Awards, as applicable. All contracts shall be in accordance with the current version of Mandated Contract Provisions at time of procurement, as applicable.

During the performance of this contract, the bidder/proposer agrees as follows:

A. Contracts for more than the simplified acquisition threshold ($350,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Breach of Contract - Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Jefferson County will provide contractor written notice that describes the nature of the breach and corrective actions the contractor must undertake in order to avoid termination of the contract. Jefferson County reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Jefferson County elects to terminate the contract. Jefferson County's notice will identify a specific date by which the contractor must correct the breach. Jefferson County may proceed with termination of the contract if the contractor fails to correct the breach by deadline indicated in Jefferson County's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Termination for Convenience:

Jefferson County may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Jefferson County. Upon receipt of a written notice of termination, except as explicitly directed by Jefferson County, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to Jefferson County all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.

6. Take action as directed by the owner to protect and preserve property and work related to this contract that Jefferson County will take possession.

Jefferson County agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), as amended by Executive Order 14173, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Complete Civil Rights Compliance Form in these specifications.

D. Civil Rights – Title VI Assurance: Jefferson County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations

under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.) prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. Davis-Bacon Act

As amended (40 U.S.C. 3141-3148). Prime construction contracts in excess of $2,000 are in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. All suspected or reported violations will be reported to the Federal awarding agency by Jefferson County.

F. Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3,

Applicable or all prime construction contracts above $2,000 and when the Davis-Bacon Act also applies, for all contracts and subcontracts. The Copeland "Anti-Kickback" Act clause is not federally required for procurements under FEMA's PA or HMA Programs.

"Compliance with the Copeland "Anti-Kickback" Act.

1) Contractor. The Contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Entity providing funding may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

G. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess

of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

"Compliance with the Contract Work Hours and Safety Standards Act" in accordance with 29 CFR §5.5 (b)(1)-(5).

1) ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

3) ***Withholding for unpaid wages and liquidated damages*** —
    i. ***Withholding process.*** The Federal agency providing funding or Jefferson County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
    ii. ***Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
        (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
        (B) A contracting agency for its reprocurement costs;
        (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);
(E) A contractor's successor(s); or
(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5) ***Anti-retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
   i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
   ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
   iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
   iv. Informing any other person about their rights under CWHSSA or this part.

"Further Compliance with the Contract Work Hours and Safety Standards Act" in accordance with 29 CFR §5.5 (c) for any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR § 5.1

1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.
2) Records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of Jefferson County, the Department of Homeland Security, the Federal Entity providing funding and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

H. Rights to Inventions Made Under a Contract or Agreement.

1) If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
2) The vendor/contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f), Rights to Inventions).

I. Clean Air Act (42 U.S.C. 7401-7671q.) **and the Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended for all contract amounts in excess of $150,000.

1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* and pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et. Seq.*
2) The contractor agrees to report each violation to Jefferson County and understands and agrees that Jefferson County will, in turn, report each violation as required to assure notification to the Federal Entity from which Jefferson County has received a Federal Award, and the appropriate Environmental Protection Agency Regional Office.
3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by a Federal Entity.

J. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award pursuant to (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Complete Debarment/Suspension Certification Form in these specifications.

K. Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352) Contractors must sign and submit certification to Jefferson County with each bid or offer exceeding $100,000. Complete Byrd Anti-Lobbying Certification Form in these specifications.

L. Procurement of recovered materials. 2 CFR § 200.323. 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.

1) Competitively within a timeframe providing for compliance with the contract performance schedule;
2) Meeting contract performance requirements; or
3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA (www.epa.gov). The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

M. Prohibition on certain telecommunications and video surveillance equipment or services. 2 CFR § 200.216. As of November 12, 2020, all Federally funded project recipients and subrecipients, and their

contractors and subcontractors, are required to include this contract provision in all Federally-funded contracts and subcontracts, including any purchase orders.

1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause
2) Prohibitions.
    a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
    b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Agency to:
        i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
        ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
        iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
        iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
    c. Exceptions.
        i. This clause does not prohibit contractors from providing
            1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide.
            2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
        ii. By necessary implication and regulation, the prohibitions also do not apply to:
            1. Covered telecommunications equipment or services that:
                a. Are not used as a substantial or essential component of any system; and
                b. Are not used as critical technology of any system.
            2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
    d. Reporting requirement.
        i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:
    1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

N. Prohibition of Covered Unmanned Aircraft Systems (UAS): The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

O. Domestic preferences for procurements. 2 CFR § 200.322.

1) The contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
2) For purposes of this section:
    a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

P. Buy American Preferences for Infrastructure Projects

"Build America, Buy America Act (BABAA) 2 CFR part 184. Complete Build America, Buy America Act (BABAA) Certification Form in these specifications.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to Jefferson County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the funding Federal Agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the funding Federal Agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to the funding Federal Agency.

Q. Occupational Safety and Health Act of 1970 - All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

R. Seismic Safety - The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

S. Access to Records and Reports - The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide Jefferson County, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

T. Federal Fair Labor Standards Act (Federal Minimum Wage) - All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

U. Trade Restriction Certification - By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR .

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to Jefferson County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through Jefferson County cancellation of the contract or subcontract for default at no cost to Jefferson County or the FAA.

V. Veteran's Preference - In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

W. Tax Delinquency and Felony Convictions - The Contractor shall be required to complete the certification regarding tax delinquency and felony convictions included in these contract documents.

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

X. Prohibition of Segregated Facilities –

1. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract
2. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
3. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

Y. Distracted Driving - In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, Jefferson County encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

Z. Procurement of Recovered Materials - Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or,
2. The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement- guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

1. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
2. Fails to meet reasonable contract performance requirements; or
3. Is only available at an unreasonable price.

AA. Disadvantaged Business Enterprise - The Contractor, subrecipient or subcontractor shall not discriminate on the basis of social or economic status in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53)

The prime contractor must not terminate a DBE subcontractor listed in bid without prior written consent of Jefferson County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from Jefferson County. Unless Jefferson County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Jefferson County may provide such written consent only if Jefferson County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.Before transmitting to Jefferson County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Jefferson County, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Jefferson County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Jefferson County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Jefferson County may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

The Contractor_____ certifies or affirms the agreement and compliance will all Federally mandated contract provisions listed above in Section 2 where applicable.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause) as amended by Executive Order 14173

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

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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

DEBARMENT/SUSPENSION CERTIFICATION

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

1. The bidder/proposer certifies, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 and 12689. The term "principal" is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the contractor. The contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

2. The bidder/proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

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

_____

Date

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Sub-awardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFQ-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 2050

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

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

Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature: _____** **Print Name: _____** **Title: _____** **Telephone No.: _____ Date: _____**
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

BUILD AMERICA, BUY AMERICA ACT (BABAA) CERTIFICATION

"The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the _____ project that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with Federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/

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

Bids must be submitted in complete original form by mail or messenger to the following address:
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

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

All submissions must be received by 11:00 am CT, Wednesday, November 4, 2026.

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

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

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

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

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

COUNTY HOLIDAYS (2026):

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

Submissions During Time of Inclement Weather, Disaster, or Emergency:

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

There will be a Pre-Bid Meeting and Walk-Through on Thursday, October 15, 2026, at 9:00 am CT, at Jefferson County Engineering Department Conference Room located at 1149 Pearl Street (Historic Courthouse 5th Floor), Beaumont, Texas 77701.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mistey.reeves@jeffersoncountytx.gov. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at deb.clark@jeffersoncountytx.gov. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Monday, October 26, 2026**.**

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

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

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

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

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

A sample of a completed FORM 1295 is included on **PAGE 40.**

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

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

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

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

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

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

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

SAMPLE COMPLETED FORM 1295

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

JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

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

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

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

JEFFERSON COUNTY, TEXAS

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

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

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

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

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

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

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

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

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

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

ADD ADDITIONAL PAGES AS NECESSARY

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

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

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

<u>BIDDER</u>: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

Workers' Compensation Statutory Coverage (See Section 11 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 26-066/MR) Garth Road Reconstruction Phase 1

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code):_____

Email Address: _____

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

_____
Address

_____
City, State, Zip Code

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

SECTION 4: SCOPE OF WORK

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 26-066/MR.

GENERAL CONSIDERATIONS

It is the intent of the Contract Documents to provide the requirements and specification for the construction associated with the Garth Road Reconstruction – Phase I project, which generally includes but is not limited to removal and replacement of concrete pavement, subgrade and base installation, and all other work as called out in the plans and specifications on Garth Road in Jefferson County.

The project requires that the construction be completed and ready for use by Jefferson County in 60 calendar days of the first day of construction indicated in the Notice to Proceed. Retainage will be 10%. The liquidated damages shall be $760.00 per calendar day exceeding the 60 calendar days of construction. CONTRACTOR TO PERFORM ALL WORK AS INDICATED. This contract shall provide for the necessary labor, overhead, supervision, equipment, tools, materials, and all other related construction items necessary for the proposed project all in strict accordance with the construction plans and specifications.

GENERAL SUMMARY OF WORK:

The general summary of concrete work for Garth Road includes but is not limited to the following:

- Existing Concrete Paving Removal
- Excavation, subgrade prep and placement of structural fill
- Placement of flexible base
- Placement of High Early Strength (HES) Concrete pavement including all joint placement, joint cutting, sealing and concrete finishing
- Provide, install, move, replace, maintain, clean, and remove all traffic control devices shown on the plans. Contractor responsible for all barricades, signs and traffic handling which must conform to Texas Department of Transportation (TxDOT) specifications and Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants as shown or described on the plans.

CONDITIONS ALONG THE ROUTE:

1. The proposed improvements may cross or parallel various gas lines, fiber-optic telephone cables, and other utilities. The locations of some of these lines have not been shown on the plans and the exact location of the utilities is not known. The location of these utilities is the sole responsibility of the Contractor. Any damage to these utilities is the responsibility of the Contractor and the owner of the utilities.

2. The proposed construction activity may cross or closely parallel existing storm water pipes, sanitary sewer and water lines. Contractor shall exercise caution to avoid damage to existing water or sewer service lines and shall be responsible for their repair if damaged.
3. The Contractor shall coordinate with the utility owners, for location of various cables, conduits, water lines, and other utility infrastructure. Where the utility owner is unable to locate those utilities, the Contractor shall take great care not to damage them in his operations. In the event that those utilities are damaged, the Contractor shall be responsible for repair and restoration without delay at no additional cost to the County.
4. All utility adjustments shall be the responsibility of the utility owners and if in the opinion of the Engineer adjustment is required, the Contractor will be responsible for notifying the respective utility owner.
5. The Contractor shall restore all pavement sections that have been damaged by the Contractor to their original condition or better, in the opinion of the Engineer. This shall include any base section repairs that are necessary, in the opinion of the Engineer. There shall be no additional payment for pavement replacement for damages outside of the project limits.
6. All excess materials shall be disposed of on a regular basis or whenever, in the opinion of the Engineer, they constitute a hazard or nuisance. Disposal of excess soils shall be in accordance with all local, state, and federal laws and shall be solely at the Contractor's expense.
7. Bidders should visit the proposed project site to acquaint themselves with the site conditions and access limitations prior to bidding on the project. Bidding on the project shall be considered the Contractor's assurance that he is familiar with the site conditions and that his bid provides for reasonable unanticipated conditions.

WORK SEQUENCE/SCHEDULING:

It shall be the responsibility of the Contractor to coordinate all work with the County and any other party affected by this project.

Work may be performed between the hours of 7:00 am and 6:00 pm Monday through Friday unless otherwise approved by Jefferson County.

SPECIAL CONSIDERATIONS:

Traffic flow through and around the construction area shall be in accordance with the traffic control plan and shall be maintained with as little disruption as possible. Barricades, lights, signs and other traffic control devices shall, on a timely basis, be installed and maintained in accordance with the TMUTCD and provisions of these Contract Documents as approved by the Engineer.

The Contractor shall work closely with the various utility owners and assure prompt access to their equipment for service or adjustment. The Contractor shall be solely responsible for the coordination of work with any utility owner which may be affected by the work. Additionally, forces of Jefferson County, in order to secure the safety, welfare and convenience of the citizens of Jefferson County, must provide services on both emergency and normal, continuing basis. Provisions of these services may require County forces to work within or around the construction area prescribed by this project. While it is anticipated that the construction schedule impact

induced by the work of and utility crews will be minimal, the Contractor, by affixing proper signature to these Contract Documents, agrees to indemnify and hold harmless Jefferson County from any and all claims of damage or delay, incurred or alleged to have incurred, in connection with the work of said crews.

SUBMITTALS:

Contractor shall submit the following submittals for review within 10 days of receiving the notice to proceed:

1. Material sheet for proposed limestone base
2. Material sheet for structural fill
3. Proposed High Early Strength (HES) design mix
4. Schedule showing estimated work times and sequencing of project work

1 YEAR WARRANTY

Contractor will provide an Affidavit of Warranty at the end of the project. A copy of the Warranty document is on page 56 of these specifications.

SECTION 5: GOVERNING CONSTRUCTION SPECIFICATIONS

The governing construction specifications applicable to this work are the Texas Department of Transportation (TxDOT) 2024 Standard Specifications for Construction of Highways, Streets and Bridges as adopted by the State of Texas. The specifications can be found at:
https://www.txdot.gov/content/dam/docs/specifications/2024/spec-book-0924.pdf

The items which are listed below and which are contained in the TxDOT 2024 Standard Specifications are hereby adopted and made part of the Contract Documents to the same extent as if they were herein reproduced in full subject to such modifications, revisions or supplements as may appear in the section entitled Special Provisions in these Contract Documents to follow:

STANDARD SPECIFICATIONS:

Adopted by the Texas Department of Transportation, September 1, 2024, Standard Specifications are incorporated into the Contract by reference.

Items 1-2, 5-10 General Requirements and Covenants
Item 104 Removing Concrete
Item 110 Excavation
Item 132 Embankment
Item 134 Backfilling Pavement Edges
Item 247 Flexible Base
Item 351 Flexible Pavement Structure Repair
Item 360 Concrete Pavement
Item 500 Mobilization
Item 502 Barricades, Signs and Traffic Handling
Item 506 Temporary Erosion, Sedimentation, and Environmental Controls
Item 530 Driveways

SPECIAL SPECIFICATIONS:

Special Specifications will supplement specifications applicable to the individual project, not covered by the Standard Specifications.

SECTION 6: GENERAL NOTES AND BID ITEM NOTES

GENERAL NOTES

1. The 2024 TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges are incorporated into this project and shall govern all work not otherwise shown, specified, or modified herein.
2. Place equipment, materials, and vehicles not in operation a minimum of 10 feet from the travel way unless protected by positive barrier.
3. Allow Jefferson County forces, utility companies, and other authorized parties to enter the project limits to perform work shown in the plans, work by others, or other work deemed necessary by the Engineer. Coordinate construction activities as needed to avoid conflicts with such work.
4. Temporarily relocate existing signs, mailboxes, delineators, and other similar obstructions that interfere with construction to locations approved by the Engineer. Temporary relocation will not be paid for directly but will be subsidiary to the various bid items. Restore relocated obstructions to their permanent locations in accordance with the applicable standards once they no longer interfere with the work.
5. Comply with all applicable Jefferson County ordinances and regulations. The Contractor shall obtain a permit from the Jefferson County Environmental Control Department.
6. Maintain positive drainage throughout the project limits during all phases of construction. Do not allow construction operations to block, pond, or divert drainage in a manner that damages public or private property.
7. The Contractor shall be responsible for scheduling and coordinating all required construction materials testing with the County's designated testing laboratory. Provide the testing laboratory and Engineer with at least 48 hours notice before testing is required, provide safe access to the work, and allow sufficient time for testing and acceptance before covering or proceeding with subsequent work. Testing services will be paid for by the County. The Contractor shall be responsible for associated costs of retesting due to improper construction methods or coordination.
8. Notify and request utility locates from the Texas One Call System before beginning work. This action does not relieve the Contractor of responsibilities under the contract. Approximate locations of known underground utilities are shown in the plans. Field verify the location of all utilities before beginning construction. Repair damage to underground utilities, including sanitary sewer, water, electrical, gas, communication, or other facilities, at the Contractor's sole expense and at no additional cost to the County.

BID ITEM NOTES

Item 5: Control of Work

1. Establish all lines, centerlines, stationing, and benchmarks required to complete the work. This work will not be paid for directly but will be subsidiary to the various bid items.
2. Repair existing pavement, utilities, structures, or other facilities damaged by construction operations at no additional cost to the County.
3. Authorized waste material becomes the property of the Contractor and shall be disposed of off the right-of-way and outside the project limits. Do not mix or store materials, or store or repair equipment, on concrete pavement unless approved by the Engineer. Approval may be granted only when no damage or discoloration to the pavement will result.
4. All construction related truck traffic must utilize preapproved routes when approaching or departing the site.

Item 6: Control of Materials

1. Store flammable and combustible materials only at locations approved by the Engineer.

Item 7: Legal Relations and Responsibilities

1. Furnish all materials, labor, equipment, and incidentals necessary to maintain temporary street crossings and temporary ingress and egress to private property in accordance with Article 7.2.4 of the Standard Specifications. This work will not be paid for directly but will be subsidiary to the various bid items.

Item 8: Prosecution and Progress

1. Compute and charge working days in accordance with Article 8.3.1.5, Calendar Day.
2. Coordinate construction sequencing and traffic control with adjoining projects that may be in progress during the work. Do not interfere with or hinder work on adjoining projects. Maintain an uninterrupted flow of traffic unless otherwise approved by the Engineer.
3. Schedule work so that base placement operation follow subgrade work as closely as practical to reduce hazard to the traveling public and to prevent undue delay caused by weather.
4. The Contractor shall notify the Engineer at least 48 hours before requesting final inspection. Complete all incomplete or corrective work identified during the final inspection before final acceptance. Any remobilization required to complete punch-list or corrective work will not be for separately but considered subsidiary to various bid items.
5. Upon declaration of a hurricane watch, hurricane warning, severe weather warning, or national or state emergency requiring nearby roadways to be used as evacuation routes, cease all work requiring the Contractor's, subcontractor's, or material supplier's vehicles to enter the traffic stream on primary or secondary evacuation routes. This includes material hauling, deliveries, and mobilization or demobilization of equipment.

Item 9: Measurement and Payment

1. Submit all tickets and an updated schedule with each pay request. The County will withhold 10 percent retainage from each pay request.
2. Material on hand will not be paid for.

Item 104: Remove Concrete

1. Saw cut concrete pavement full depth before removal. Saw cutting will not be paid for directly but will be subsidiary to the various bid items.

Item 110: Excavation

1. This is a plans quantity measurement item. An average excavation depth of 19 inches has been estimated following removal of the existing pavement.
2. Excavation will be measured and paid for only once, regardless of the number of times the excavated material must be moved, manipulated, or handled to complete the work.

Item 132: Embankment (Structural Fill)

1. Type A structural fill shall be placed to the compacted depth shown on the plans and moisture-conditioned and compacted. The Contractor may use multiple lifts when necessary or as directed by the Engineer to achieve the required density.
2. The exposed subgrade shall be proof rolled, and areas exhibiting instability shall be repaired in accordance with Item 351 as directed by the Engineer. Proof rolling in accordance with Item 216 will not be paid for directly, but considered subsidiary to various bid items.
3. Perform field density testing at a minimum rate of two tests per lift within each separate phase pavement reconstruction area.

Item 134: Backfilling Pavement Edges

1. Backfill pavement edges adjacent to new concrete pavement with flexible base at the locations shown in the plans or as directed by the Engineer. Place and compact the material in lifts as necessary to achieve proper compaction and provide firm, stable support along the pavement edge. This work must be completed prior to opening the area to traffic.
2. This item will not be paid for directly, but considered subsidiary to various bid items.

Item 247: Flexible Base

1. Type A Grade 1-2 flexible base shall be furnished, installed, and compacted to a minimum of 100 percent of the maximum dry density and within ± 2.0 percent of the optimum moisture content.
2. Perform field density testing at a minimum rate of two tests per lift within each separate phase of pavement reconstruction area.
3. Construct a temporary shoulder/apron at the location and limits shown on the plans before the Phase 1 lane closure. Excavate and prepare the existing shoulder and right-of-way as necessary, and place, shape, compact, and maintain 6 inches of flexible base to match the elevation of the adjacent roadway. Remove the flexible base during Phase 3, and backfill and grade the area to provide positive drainage. The flexible base material will be paid for directly. Excavation, preparation, maintenance, removal, backfilling, and grading will be subsidiary to this Item.

Item 351: Flexible Pavement Subgrade Repair

1. Unstable subgrade areas identified by proof rolling and approved by the Engineer shall be excavated a minimum of 9 inches or to a greater depth as directed by the Engineer.

2. Backfill repaired areas with Type A structural fill and moisture condition and compact the material in accordance with Item 132. Furnishing and placing structural fill for subgrade repairs shall be subsidiary to this item.

Item 360: Concrete Pavement

1. Provide Class High Early Strength (HES) concrete designed to meet a minimum average compressive strength of 3,200 psi at 24 hours and 4,000 psi at 28 days.
2. Concrete placement will not be permitted when impending weather conditions, in the opinion of the Engineer, may result in rainfall, low temperatures, or other conditions that could impair the quality of the concrete or finishing work.
3. Begin sawing as soon as the concrete has gained sufficient strength to permit sawing without raveling. Sawing shall be completed before 12 hours have elapsed, unless otherwise approved by the Engineer. Any random cracking of the pavement which, in the opinion of the Engineer, is due to incomplete or late sawing operations shall require removal and replacement of the damaged pavement section at the Contractor's sole expense.
4. If concrete pavement surfaces are damaged while in a plastic state, the Contractor shall repair the damaged portions as directed by the Engineer before the pavement receives permanent pavement markings or is opened to traffic. Repaired areas shall be structurally equivalent to, and cosmetically uniform with, the adjacent undamaged pavement. Grouting onto the surface will not be accepted as a repair procedure.
5. Alternate joint layouts may be acceptable. The Contractor shall submit any proposed alternate joint layout to the Engineer for review and approval prior to beginning paving operations.
6. Final surface texture shall be provided by carpet drag, unless otherwise directed by the Engineer.
7. Use Class 5 joint sealant.

Item 500: Mobilization

1. Mobilization shall not exceed 5 percent of the total construction items amount.

Item 502: Barricades, Signs, and Traffic Handling

1. Furnish, install, maintain, and remove barricades, warning signs, temporary signs, and all necessary temporary and portable traffic control devices. The traffic control plans provided represent the minimum recommended signs, layouts, and intended detours for each site. Implement, maintain, and modify traffic control as necessary to provide complete, safe, and compliant traffic control in accordance with the TMUTCD and applicable TxDOT standards. Additional signs, barricades, and traffic control devices necessary to complete the work will not be paid for directly but will be subsidiary to the various bid items. Cover or remove work zone signs when the work related to the signs is not in progress.
2. Notify the Project Manager at least 48 hours before beginning work.
3. While work is in progress, flaggers shall be provided when deemed necessary by the engineer to safely maintain traffic through the work area.

Item 506: Temporary Erosion, Sedimentation, and Environmental Controls

1. Provide, install, maintain, relocate, and remove temporary erosion, sedimentation, and environmental controls as necessary to prevent sediment, debris, and other pollutants from leaving the project limits or entering adjacent drainage facilities. Install controls before beginning applicable soil-disturbing activities and provide additional controls as directed by the Engineer. All concrete truck washout will be disposed of at the plant.
2. Maintain all controls in an effective condition throughout construction. Remove accumulated sediment and debris and promptly repair or replace damaged or ineffective controls. Remove temporary controls when no longer required and after disturbed areas have been stabilized. Restore areas affected by the installation or removal of temporary controls.
3. This work will not be paid for directly, but will be considered subsidiary to various bid items.
4. For sweeping the finished concrete pavement or removing debris from adjacent roadways, use one of the following sweeper types or equal: Tricycle Type, Wayne Series 900, Elgin White Wing, Elgin Pelican, Mobile TE-4, Truck Type 4 Wheel, M-B Cruiser II, Wayne Model 945, Mobile TE-3, Murphy 4042.

Item 530: Driveways

1. This item includes sawcutting, pavement removal, excavation, flexible base, compaction, asphalt pavement, and all other work necessary to construct the asphalt transitions shown on the plans.

AFFIDAVIT OF WARRANTY

CONTRACTOR: _____

PROJECT: Garth Road Reconstruction – Phase I _____

LOCATION: _____.

WORK PERFORMED: _____

_____

FINAL CONTRACT AMOUNT: $ _____

CONTRACT DATE: _____

CONTRACTOR warrants and guarantees to the OWNER and that all Work is in accordance with the Contract Documents and will not be defective. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by;

1) Abuse, modification, or improper maintenance or operation by persons other than the CONTRACTOR, Sub-contractors, Suppliers, or any other individual or entity for whom the CONTRACTOR is responsible; or

2) Normal wear and tear under normal usage.

The Signing Officer, as titled, of said CONTRACTOR, does hereby Guarantee and Warranty in accordance with the Requirements (Plans and Specifications), all Labor and Materials on the said Project, and all work performed under the Contract between _____ AND JEFFERSON COUNTY and/or assign to be free from defects resulting from faulty Workmanship and/or Materials for the Guarantee Period extending from _____ through _____ Upon receipt of written notice from the OWNER or JEFFERSON COUNTY, the CONTRACTOR shall remedy the defects and replace any property damaged therefrom occurring within the warranty and guarantee period, as required.

SIGNING OFFICER: _____ DATE: _____

PRINTED NAME: _____ TITLE _____

Acknowledged by_____, Notary Public.

Printed Name _____

My Commission expires: _____

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

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

	For clarification of this offer, contact:
Company Name	
Address	Name & Title
City State Zip	Phone Fax
Signature of Person Authorized to Sign	E-mail
Printed Name	
Title	

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Garth Road Reconstruction Phase 1.

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 26-066/MR, Garth Road Reconstruction Phase 1. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

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

ATTEST:

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

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

<u>BIDDER</u>: INSERT BID SECURITY BEHIND THIS PAGE.

BID FORM

Line Item Number	TxDOT Item Number	TxDOT Code	Description	Quantity	Unit of Measure	Unit Cost	Total Line Item Cost
1.	100	7001	Prep Right of Way (ROW)	1	Lump Sum	$	$
2.	104	7001	Remove Concrete (PAV)	1083	Square Yard	$	$
3.	110	7001	Excavation (Roadway)	619	Cubic Yard	$	$
4.	132	7014	Embankment (Vehicle Measurement) Density Control (Type A)	1173	Square Yard	$	$
5.	247	7044	Flex Base Type A Grade 1-2 (TY A GR 1-2) Compact in Place (CMP in Place) (6”)	1219	Square Yard	$	$
6.	351	7008	Flex Pavement Subgrade Repair (9”)	100	Square Yard	$	$
7.	360	7094	Concrete Pavement (Joint Reinforcement) (HES)(10”)	1083	Square Yard	$	$
8.	500	7001	Mobilization	1	Lump Sum	$	$
9.	502	7001	Barricades, Signs & Traffic Handling	2	Month	$	$
10.	530	7070	Driveways Asphaltic Concrete Pavement (ACP)	48	Square Yard	$	$
					Total Cost	$	

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

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

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

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

Adopted 8/7/2015

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

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBZone, DBE, ACDBE or VetHUB vendors 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 HUBZone, DBE, ACDBE or VetHUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUBZone, DBE, ACDBE or VetHUB 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 HUBZone, DBE, ACDBE or VetHUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBZone, DBE, ACDBE or VetHUBs 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 HUBZone, DBE, ACDBE or VetHUBs, and not reject bids from vendors that qualify as lowest and responsive Bidders?

☐ Yes ☐ No 5. **Document** reasons HUBZone, DBE, ACDBE or VetHUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected vendors?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUBZone, DBE, ACDBE or VetHUB participation, **please explain the reasons why.**

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

Printed Name of Authorized Representative _____ Signature _____

Title _____ Date _____

REQUIRED FORM FOR FEDERALLY OR STATE FUNDED PROCUREMENTS

<u>Bidder</u>: Please complete this form and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HUBZone, DBE, or ACDBE CERTIFIED VENDORS

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 HUBZone Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ Certified: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

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 "Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

HUBZone, DBE or ACDBE CERTIFIED VENDOR SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

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

Prime Contractor: _____ Certified: ☐ Yes ☐ No

Certification Type: _____

Address: _____
Street City State Zip

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

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

Total Contract: $ _____ Total Certified Subcontracts: $ _____

Construction Certification Goals: HUBZone _____% DBE _____% ACDBE _____%

FOR OFFICE USE ONLY:

Verification date Jefferson County reviewed and verified Sub information Date: _____ Initials: _____

PART I. CERTIFIED SUBCONTRACTOR DISCLOSURE

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

HUBZone, DBE or ABCDE CERTIFIED VENDOR SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

Certified Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

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: _____

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

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

REQUIRED FORM FOR FEDERALLY FUNDED PROCURMENTS
Bidder: Please complete this form and include with bid submission.

HUBZone, DBE or ACDBE CERTIFIED VENDOR
SUCONTRACTING PARTICIPATION DECLARATION FORM

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

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

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

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

Was the Jefferson County Purchasing Office contacted for assistance in locating vendors? ☐ Yes ☐ No

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

The Bidder shall use this area to provide a listing of all "Non-Certified" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-Certified" 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-Certified" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

HUBZone, DBE or ACDBE CERTIFIED VENDOR
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 *HUBZone, DBE & ACDBE Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
<u>Bidder</u>: Please complete this form and include with bid submission.

VetHUB SUBCONTRACTING PLAN REQUIREMENTS

When is a subcontracting plan required?

A subcontracting plan is required for State of Texas funded procurements when the funding agency has determined that subcontracting opportunities are probable with prospective vendors certified by the Texas Comptroller through the Veteran Heroes United in Business (VetHUB) program, for a contract with an expected value of $100,000 or more. (**Texas Government Code Chapter 2161, Subchapter F**; **34 Texas Administrative Code Section 20.285**.)

When a state agency requires a subcontracting plan as part of the contract solicitation, a bid, proposal, offer or other applicable expression of interest must contain a completed plan to be considered responsive.

Who completes a subcontracting plan?

Every responding vendor — whether a prime contractor or self-performing with no subcontractors — must submit a complete subcontracting plan.

A vendor who intends to use subcontractors must demonstrate their good faith effort to recruit certified VetHUBs, whether or not they ultimately award business to them. *A state agency will not use the subcontractors' VetHUB status to select the winning vendor.* All subcontractors must be listed in the subcontracting plan.

A self-performing vendor who will not subcontract any of the work on the contract must indicate that it will complete the con- tract with its own resources and submit the completed subcontracting plan.

Does a subcontracting plan have to be followed?

The subcontracting plan forms part of the contract. Subcontractors may not be dropped or replaced without amending the subcontracting plan with approval by the agency. A self-performing contractor may not use subcontractors without amending the subcontracting plan.

Solicitation Number	Solicitation Title
C1230	Jefferson County
Agency Number	Agency Name

SOLICITATION POINT OF CONTACT

Name

Email Address

Phone Number: (Point of Contact)

Description of the subcontracting goal and examples of potential subcontracting opportunities:

VetHUB SUBCONTRACTING PLAN

Section 1: Respondent Information

_____

Respondent (Company) Name

_____ _____ _____

Point of Contact Email Address Phone Number

Is your company a State of Texas Certified VetHUB? Yes No

_____ _____

Solicitation No. Bid Response Due Date (mm/dd/yyyy)

Section 2: Declaration of Self-performing or Subcontracting

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods and services will be subcontracted. 34 Texas Administrative Code Section 20.282 defines a "Subcontractor" as an entity that contracts with a prime contractor to work or contribute toward completing work under a purchase order or other contract. *The term does not include employees of the contractor but includes contracted workers who will work on the contract.*

Will your company fulfill the entire contract with its own resources, including employees, goods and services?

Yes, my company will self-perform the entire contract.
Submit sections 1-3.

No, my company will subcontract portions of the contract.
Submit sections 1 and 4.

Section 3: Affirmation of Self-performing Contractor

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in Section 1, and that the information and supporting documentation submitted with the subcontracting plan is true and correct. Respondent understands and agrees that, if awarded any portion of the contract:

- The respondent must seek approval from Jefferson County prior to making any modifications to its subcontracting plan, including hiring subcontractors to perform any work under this contract. If the subcontracting plan is modified without Jefferson County's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow Jefferson County to perform on-site reviews of the company's headquarters and/or work site where services are being performed and must provide documentation regarding staffing and other resources.

_____ _____

Signature Printed Name

_____ _____

Title Date (mm/dd/yyyy)

Section 4: Respondent's Subcontracting Opportunities

This section must be completed by all respondents who propose to subcontract portions of the contract work.

List below all opportunities (commodities, services or contractor staffing) you will subcontract. Also, based on the total value of the contract, provide the percentage of the contract you expect to subcontract to certified VetHUBs, and the percentage of the contract you expect to award to other subcontractors.

Search NIGP Code Book at **https://commbook.app.cpa.state.tx.us/**

Item Number	Subcontracting Opportunity Description	NIGP Code	VetHUB-certified subcontracted percentage of total contract	Other subcontracted percentage of total contract
1			%	%
2			%	%
3			%	%
4			%	%
5			%	%
6			%	%
7			%	%
8			%	%
9			%	%
10			%	%
11			%	%
12			%	%
13			%	%
14			%	%
15			%	%
16			%	%
17			%	%
18			%	%
19			%	%

Section 5.1: Subcontracting Opportunity

Submit a copy of Section 5 for each subcontracting opportunity you listed in Section 4. Download additional forms at **https://comptroller.texas.gov/purchasing/vendor/hub/forms.php**.

Enter the item number and description of the subcontracting opportunity you listed in Section 4.

Item Number	Subcontracting Opportunity

Section 5.2 Mentor Protégé Program

If respondent is participating as a mentor in a state of Texas Mentor Protégé Program, submitting a protégé (protégé must be a state of Texas certified VetHUB) as a subcontractor to perform the subcontracting opportunity listed in **Section 5.1** constitutes a good faith effort for that specific portion of work.

Circle (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in Section B-1 to your protégé.

No. Go to Section 5.3.

Yes. Go to Section 5.4.

Section 5.3 Notification of Subcontracting Opportunity

Demonstrate your good faith effort to notify Texas certified VetHUBs by communicating each subcontracting opportunity you listed in Section 4.

Search the **VetHUB Directory** by business category or NIGP code to identify appropriate VetHUBs that work in the area where you are seeking subcontractors. Certified VetHUBs can be sourced using the VetHUB-only search and will be marked with the Active Bidder (A-Approved) VetHUB status.

Send either the **Subcontracting Opportunity Notification template** or an email notice that includes at minimum:

Scope of work
Location to review plans and specifications (if applicable)
Bonding and insurance requirements
Required qualifications
Name of agency
Agency's point of contact
Agency point of contact phone number
Solicitation Number
Prime Contractor's name
Prime Contractor's contact email
Prime Contractor's phone number
Date response required; allow at least seven business days to response excluding weekends and County holidays.

Save copies of emails sent to VetHUBs and the responses received and attach to your subcontracting plan to document the good faith effort. A contract shall not be awarded to a prime contractor whose subcontracting plan good faith effort does not contain accurate supporting documentation.

List two VetHUBs you notified of the subcontracting opportunity listed in Section 5.3. Include the company's Texas Vendor Identification (VID) Number, the date of the notice and indicate whether the HUB responded.

Company Name	Texas VID (Do not enter Social Security Nos.)	Date Notice Sent (mm/dd/yyyy)	VetHUB Response
			Yes ☐ No
			Yes No

Section 5.4 Subcontractor Selection

A copy of Section 5 must be completed for each subcontracting opportunity you listed in Section 4. Download additional forms at https://comptroller.texas.gov/purchasing/vendor/hub/forms.php.

Company	Certified	Texas VID or Federal EIN (Do not enter Social Security Number)	Approximate Dollar	Expected Percentage of Contract
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%

Section 6: Affirmation of Prime Contractor

I am an authorized representative of the respondent listed in Section 1 ("Respondent"). I affirm that the information and supporting documentation submitted with this subcontracting plan is true and correct. Respondent understands and agrees that, if awarded a contract:

- Respondent will promptly notify all the subcontractors of their selection as a subcontractor for the contract. The notice must specify the contracting agency's name, point of contact for the contract, the contract award number, the subcontracting opportunity the subcontractor will perform and the value of the subcontract.
- Respondent must obtain approval from the contracting agency prior to modifying its subcontracting plan, including hiring subcontractors to perform any work under this contract.
- Respondent must submit progress assessment reports (PAR) with each invoice to the contracting agency. The PAR template is available on the Texas Comptrollers website.
- Respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and work site where services are being performed and provide documentation regarding staffing and other resources.

_____	_____
Signature	Printed Name
_____	_____
Title	Date (mm/dd/yyyy)

REQUIRED FORM FOR STATE FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

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

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

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

Prohibition of Investing Public Funds in Certain Investments

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Government Code. Subtitle F, Title 10 Government Code by adding Chapter 2270. Chapter 2270 has been amended by the 89th Texas Legislature House Bill 34 effective September 1, 2025 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1. Does not and will not engage in scrutinized business operations with a "County of Concern" during the term of the contract; and
2. Does not and will not acquire a security issued by a "Country of Concern" or entity owned by, controlled by or subject to the jurisdiction of a "Country of Concern" during the term of the contract; and
3. Does not and will not invest or make a deposit in a bank with a principal place of business located in a "County of Concern" during the term of the contract; and

Pursuant to Section 2270.001, Texas Government Code:

1. "**Country of Concern**" 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 sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association, that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270 and the company named below is in compliance with Texas Government Code 2270 as listed above.

_____
Company Name

_____
Signature of Authorized Official

_____
Title of Authorized Official Date

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION FORM

Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Government Code. Subtitle F, Title 10 Government Code by adding Chapter 2252.152 & 2252.153 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1. Does not do business with Iran, Sudan or any Foreign Terrorist Organization.
2. Will not do business with Iran, Sudan or any Foreign Terrorist Organization during the term of the contract.

Pursuant to Section 2252.51, Texas Government Code:

"**Foreign Terrorist Organization**" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

"**Company**" has the meaning assigned by Section 806.001.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2252.152 & 2252.153 and the company named below:

1. Does not do business with Iran, Sudan or any Foreign Terrorist Organization; and
2. Will do business with Iran, Sudan or any Foreign Terrorist Organization during the term of the contract; and
3. Is not currently listed on the State of Texas Comptroller's Companies Divestment Statue List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

_____
Company Name

_____
Signature of Authorized Official

_____
Title of Authorized Official Date

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

SENATE BILL 252 CERTIFICATION

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

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF_____ COUNTY OF_____

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

on this day personally appeared _____, who
(name)
after being by me duly sworn, did depose and say:

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

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

Name and address of Bidder:_____

_____

Fax: _____ Telephone#_____

by: _____ Title:_____
(print name)

Signature:_____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of_____, 20___.

_____
Notary Public in and for
the State of _____

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

CONSTRUCTION PLANS

GARTH ROAD RECONSTRUCTION PROJECT - PHASE I

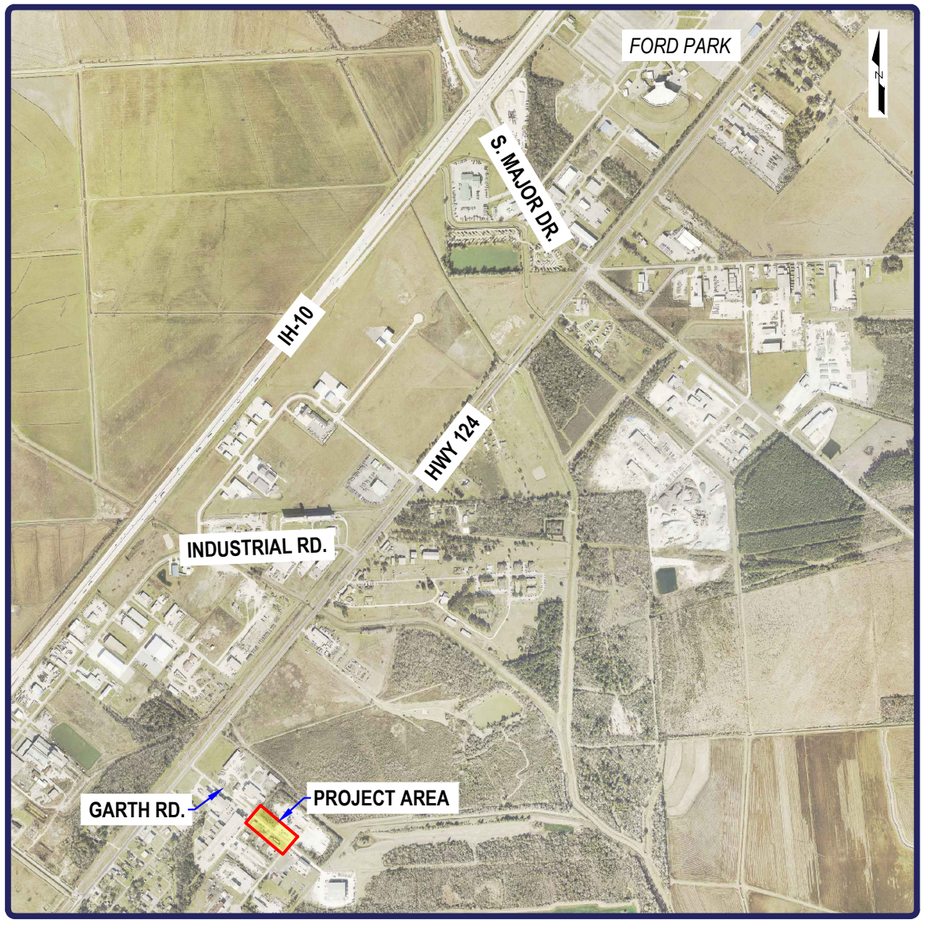
JEFFERSON COUNTY, TEXAS

DRAWING INDEX

1	COVER SHEET
2-3	GENERAL NOTES
4	PROJECT SUMMARY
5	CROSS-SECTIONS
6	PROPOSED PLANS
7	GRADING AND JOINT LAYOUT
8	PHASING PLAN
9	TEMPORARY TRAFFIC CONTROL
10	REINFORCEMENT & JOINT DETAILS
11-20	* BC(1)-21 - BC(10)-21
21-22	* TCP(1-2)-18
23	* JRCP-25 (HOU)

TxDOT STANDARDS

The standard sheet specifically identified above by (*) have been issued by me and are applicable to this project.



VICINITY MAP

JEFFERSON COUNTY ENGINEERING DEPARTMENT

1149 Pearl Street • Beaumont, TX 77701 • 409-835-8584

Prepared By: Brandon Belaire 09-24-2026

Brandon Belaire, P.E. — Date
Assistant County Engineer

Approved By: Michelle Falgout 09-24-2026

Michelle Falgout, CFM, P.E. — Date
County Engineer

STATE OF TEXAS
BRANDON G. BELAIRE
138396
LICENSED
PROFESSIONAL ENGINEER

Texas 811

September 2026

Issued for Bidding and Construction

GENERAL NOTES

1. The 2024 TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges are incorporated into this project and shall govern all work not otherwise shown, specified, or modified herein.
2. Place equipment, materials, and vehicles not in operation a minimum of 10 feet from the travel way unless protected by positive barrier.
3. Allow County forces, utility companies, and other authorized parties to enter the project limits to perform work shown in the plans, work by others, or other work deemed necessary by the Engineer. Coordinate construction activities as needed to avoid conflicts with such work.
4. Temporarily relocate existing signs, mailboxes, delineators, and other similar obstructions that interfere with construction to locations approved by the Engineer. Temporary relocation will not be paid for directly but will be subsidiary to the various bid items. Restore relocated obstructions to their permanent locations in accordance with the applicable standards once they no longer interfere with the work.
5. Comply with all applicable Jefferson County ordinances and regulations. The Contractor shall obtain a permit from the Jefferson County Environmental Control Department.
6. Maintain positive drainage throughout the project limits during all phases of construction. Do not allow construction operations to block, pond, or divert drainage in a manner that damages public or private property.
7. The Contractor shall be responsible for scheduling and coordinating all required construction materials testing with the County's designated testing laboratory. Provide the testing laboratory and Engineer with at least 48 hours notice before testing is required, provide safe access to the work, and allow sufficient time for testing and acceptance before covering or proceeding with subsequent work. Testing services will be paid for by the County. The Contractor shall be responsible for associated costs of retesting due to improper construction methods or coordination.
8. Notify and request utility locates from the Texas One Call System before beginning work. This action does not relieve the Contractor of responsibilities under the contract. Approximate locations of known underground utilities are shown in the plans. Field verify the location of all utilities before beginning construction. Repair damage to underground utilities, including sanitary sewer, water, electrical, gas, communication, or other facilities, at the Contractor's sole expense and at no additional cost to the County.

Item 5: Control of Work

1. Establish all lines, centerlines, stationing, and benchmarks required to complete the work. This work will not be paid for directly but will be subsidiary to the various bid items.
2. Repair existing pavement, utilities, structures, or other facilities damaged by construction operations at no additional cost to the County.
3. Authorized waste material becomes the property of the Contractor and shall be disposed of off the right-of-way and outside the project limits. Do not mix or store materials, or store or repair equipment, on concrete pavement unless approved by the Engineer. Approval may be granted only when no damage or discoloration to the pavement will result.
4. All construction related truck traffic must utilize preapproved routes when approaching or departing the site.

Item 6: Control of Materials

1. Store flammable and combustible materials only at locations approved by the Engineer.

Item 7: Legal Relations and Responsibilities

1. Furnish all materials, labor, equipment, and incidentals necessary to maintain temporary street crossings and temporary ingress and egress to private property in accordance with Article 7.2.4 of the Standard Specifications. This work will not be paid for directly but will be subsidiary to the various bid items.

Item 8: Prosecution and Progress

1. Compute and charge working days in accordance with Article 8.3.1.5, Calendar Day.
2. Coordinate construction sequencing and traffic control with adjoining projects that may be in progress during the work. Do not interfere with or hinder work on adjoining projects. Maintain an uninterrupted flow of traffic unless otherwise approved by the Engineer.
3. Schedule work so that base placement operation follow subgrade work as closely as practical to reduce hazard to the traveling public and to prevent undue delay caused by weather.
4. The Contractor shall notify the Engineer at least 48 hours before requesting final inspection. Complete all incomplete or corrective work identified during the final inspection before final acceptance. Any remobilization required to complete punch-list or corrective work will not be for separately but considered subsidiary to various bid items.
5. Upon declaration of a hurricane watch, hurricane warning, severe weather warning, or national or state emergency requiring nearby roadways to be used as evacuation routes, cease all work requiring the Contractor's, subcontractor's, or material supplier's vehicles to enter the traffic stream on primary or secondary evacuation routes. This includes material hauling, deliveries, and mobilization or demobilization of equipment.

Item 9: Measurement and Payment

1. Submit all tickets and an updated schedule with each pay request. The County will withhold 10 percent retainage from each pay request.
2. Material on hand will not be paid for.

Item 104: Remove Concrete

1. Saw cut concrete pavement full depth before removal. Saw cutting will not be paid for directly but will be subsidiary to the various bid items.

Item 110: Excavation

1. This is a plans quantity measurement item. An average excavation depth of 19 inches has been estimated following removal of the existing pavement.
2. Excavation will be measured and paid for only once, regardless of the number of times the excavated material must be moved, manipulated, or handled to complete the work.

Item 132: Embankment (Structural Fill)

1. Type A structural fill shall be placed to the compacted depth shown on the plans and moisture-conditioned and compacted. The Contractor may use multiple lifts when necessary or as directed by the Engineer to achieve the required density.
2. The exposed subgrade shall be proof rolled, and areas exhibiting instability shall be repaired in accordance with Item 351 as directed by the Engineer. Proof rolling in accordance with Item 216 will not be paid for directly, but considered subsidiary to various bid items.
3. Perform field density testing at a minimum rate of two tests per lift within each separate phase of pavement reconstruction area.

Item 134: Backfilling Pavement Edges

1. Backfill pavement edges adjacent to new concrete pavement with flexible base at the locations shown in the plans or as directed by the Engineer. Place and compact the material in lifts as necessary to achieve proper compaction and provide firm, stable support along the pavement edge. This work must be completed prior to opening the area to traffic.
2. This item will not be paid for directly, but considered subsidiary to various bid items.

JEFFERSON COUNTY, TEXAS
GARTH ROAD RECONSTRUCTION - PHASE I

STATE OF TEXAS
BRANDON G. BELAIRE
138396
LICENSED
PROFESSIONAL ENGINEER

Brandon Belaire

Date: 9/14/2026

Jefferson County
Engineering Department

GENERAL NOTES

SHEET 1 OF 2

AT&T Randall Jennings 409-839-7030	Entergy Brian Cross 409-785-2136	CenterPoint Energy Tara Hunter 409-860-7113	Spectrum Michael Ward 409-720-5513	Jefferson County Engineering Brandon Belaire 409-835-8584	Jefferson County Precinct 4 Milton Zachary 409-434-5400	WJC Municipal Water District Daniel Hidalgo 409-794-2338

Item 247: Flexible Base

1. Type A Grade 1-2 flexible base shall be furnished, installed, and compacted to a minimum of 100 percent of the maximum dry density and within ± 2.0 percent of the optimum moisture content.
2. Perform field density testing at a minimum rate of two tests per lift within each separate phase of pavement reconstruction area.
3. Construct a temporary shoulder/apron at the location and limits shown on the plans before the Phase 1 lane closure. Excavate and prepare the existing shoulder and right-of-way as necessary, and place, shape, compact, and maintain 6 inches of flexible base to match the elevation of the adjacent roadway. Remove the flexible base during Phase 3, and backfill and grade the area to provide positive drainage. The flexible base material will be paid for directly. Excavation, preparation, maintenance, removal, backfilling, and grading will be subsidiary to this Item.

Item 351: Flexible Pavement Subgrade Repair

1. Unstable subgrade areas identified by proof rolling and approved by the Engineer shall be excavated a minimum of 9 inches or to a greater depth as directed by the Engineer.
2. Backfill repaired areas with Type A structural fill and moisture condition and compact the material in accordance with Item 132. Furnishing and placing structural fill for subgrade repairs shall be subsidiary to this item.

Item 360: Concrete Pavement

1. Provide Class High Early Strength (HES) concrete designed to meet a minimum average compressive strength of 3,200 psi at 24 hours and 4,000 psi at 28 days.
2. Concrete placement will not be permitted when impending weather conditions, in the opinion of the Engineer, may result in rainfall, low temperatures, or other conditions that could impair the quality of the concrete or finishing work.
3. Begin sawing as soon as the concrete has gained sufficient strength to permit sawing without raveling. Sawing shall be completed before 12 hours have elapsed, unless otherwise approved by the Engineer. Any random cracking of the pavement which, in the opinion of the Engineer, is due to incomplete or late sawing operations shall require removal and replacement of the damaged pavement section at the Contractor's sole expense.
4. If concrete pavement surfaces are damaged while in a plastic state, the Contractor shall repair the damaged portions as directed by the Engineer before the pavement receives permanent pavement markings or is opened to traffic. Repaired areas shall be structurally equivalent to, and cosmetically uniform with, the adjacent undamaged pavement. Grouting onto the surface will not be accepted as a repair procedure.
5. Alternate joint layouts may be acceptable. The Contractor shall submit any proposed alternate joint layout to the Engineer for review and approval prior to beginning paving operations.
6. Final surface texture shall be provided by carpet drag, unless otherwise directed by the Engineer.
7. Use Class 5 joint sealant.

Item 500: Mobilization

1. Mobilization shall not exceed 5 percent of the total construction items amount.

Item 502: Barricades, Signs, and Traffic Handling

1. Furnish, install, maintain, and remove barricades, warning signs, temporary signs, and all necessary temporary and portable traffic control devices. The traffic control plans provided represent the minimum recommended signs, layouts, and intended detours for each site. Implement, maintain, and modify traffic control as necessary to provide complete, safe, and compliant traffic control in accordance with the TMUTCD and applicable TxDOT standards. Additional signs, barricades, and traffic control devices necessary to complete the work will not be paid for directly but will be subsidiary to the various bid items. Cover or remove work zone signs when the work related to the signs is not in progress.
2. Notify the Project Manager at least 48 hours before beginning work.
3. While work is in progress, flaggers shall be provided when deemed necessary by the engineer to safely maintain traffic through the work area.

Item 506: Temporary Erosion, Sedimentation, and Environmental Controls

1. Provide, install, maintain, relocate, and remove temporary erosion, sedimentation, and environmental controls as necessary to prevent sediment, debris, and other pollutants from leaving the project limits or entering adjacent drainage facilities. Install controls before beginning applicable soil-disturbing activities and provide additional controls as directed by the Engineer. All concrete truck washout will be disposed of at the plant.
2. Maintain all controls in an effective condition throughout construction. Remove accumulated sediment and debris and promptly repair or replace damaged or ineffective controls. Remove temporary controls when no longer required and after disturbed areas have been stabilized. Restore areas affected by the installation or removal of temporary controls.
3. This work will not be paid for directly, but will be considered subsidiary to various bid items.
4. For sweeping the finished concrete pavement or removing debris from adjacent roadways, use one of the following sweeper types or equal: Tricycle Type, Wayne Series 900, Elgin White Wing, Elgin Pelican, Mobile TE-4, Truck Type 4 Wheel, M-B Cruiser II, Wayne Model 945, Mobile TE-3, Murphy 4042.

Item 530: Driveways

1. This item includes sawcutting, pavement removal, excavation, flexible base, compaction, asphalt pavement, and all other work necessary to construct the asphalt transitions shown on the plans.

JEFFERSON COUNTY, TEXAS
GARTH ROAD RECONSTRUCTION - PHASE I

STATE OF TEXAS
BRANDON G. BELAIRE
138396
LICENSED
PROFESSIONAL ENGINEER

Date: 9/14/2026

Jefferson County
Engineering Department

GENERAL NOTES

SHEET 2 OF 2

SHEET 3

PROJECT SUMMARY

Item	Code	Description	Quantity	Unit
100	7001	PREP ROW	1	LS
104	7001	REMOVE CONC (PAV)	1,083	SY
110	7001	EXCAVATION (ROADWAY)	619	CY
132	7014	EMBANK (VEH) (DC) (TY A)	1,173	SY
247	7044	FLEX BASE (TY A GR 1-2) (CMP IN PLACE) (6")	1,219	SY
351	7008	FLEX PVMT SUBGRADE REPAIR (9")	100	SY
360	7094	CONC PAV (JOINT REINF) (HES) (10")	1,083	SY
500	7001	MOBILIZATION	1	LS
502	7001	BARRICADES, SIGNS & TRAFFIC HANDLING	2	MO
530	7010	DRIVEWAYS (ACP)	48	SY

JEFFERSON COUNTY, TEXAS
GARTH ROAD RECONSTRUCTION - PHASE I

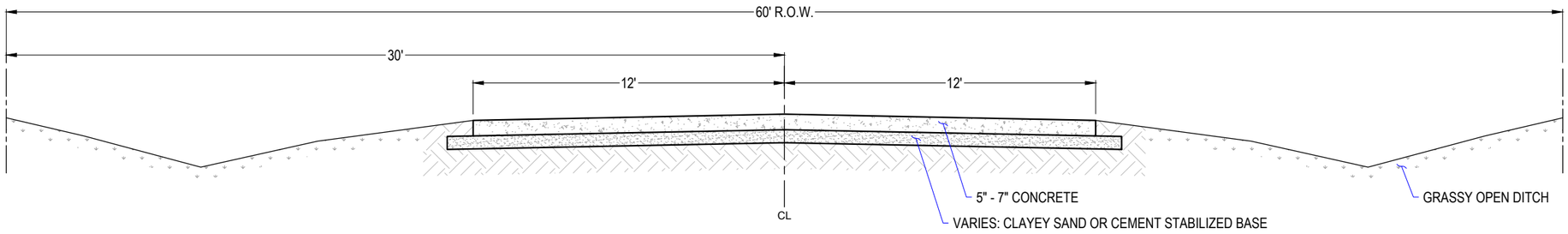
STATE OF TEXAS
BRANDON G. BELAIRE
138396
LICENSED
PROFESSIONAL ENGINEER

Date: 9/14/2026

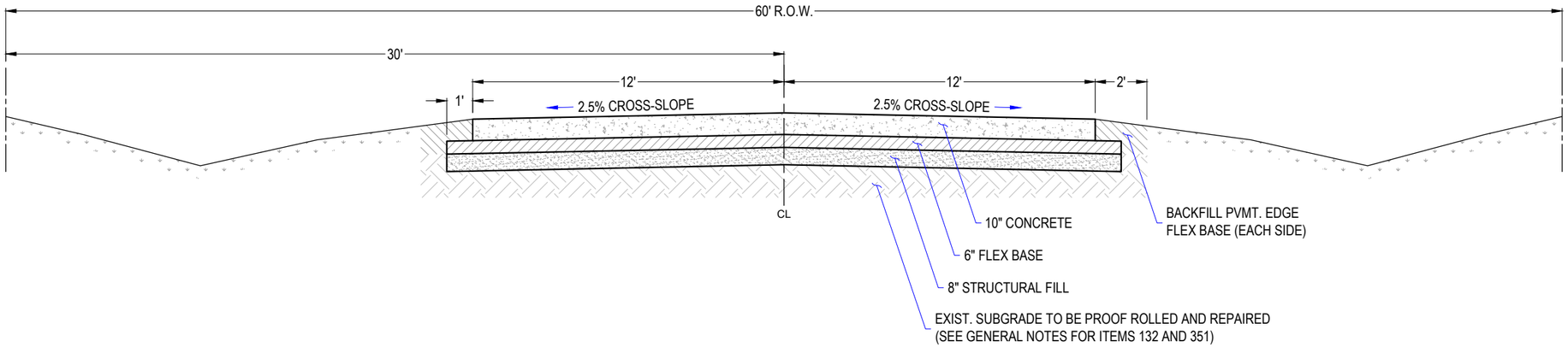
Jefferson County
Engineering Department

PROJECT SUMMARY

SHEET 4



EXISTING TYPICAL CROSS-SECTION



PROPOSED TYPICAL CROSS-SECTION

JEFFERSON COUNTY, TEXAS
GARTH ROAD RECONSTRUCTION - PHASE I

STATE OF TEXAS
BRANDON G. BELAIRE
138396
LICENSED
PROFESSIONAL ENGINEER

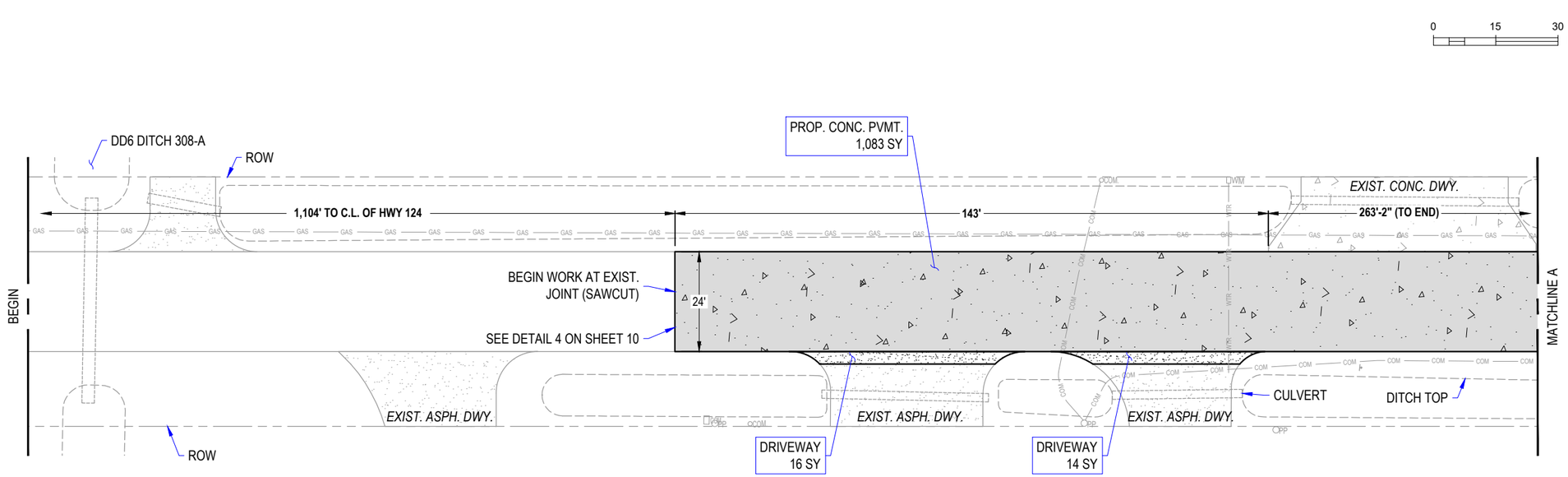
Date: 9/14/2026

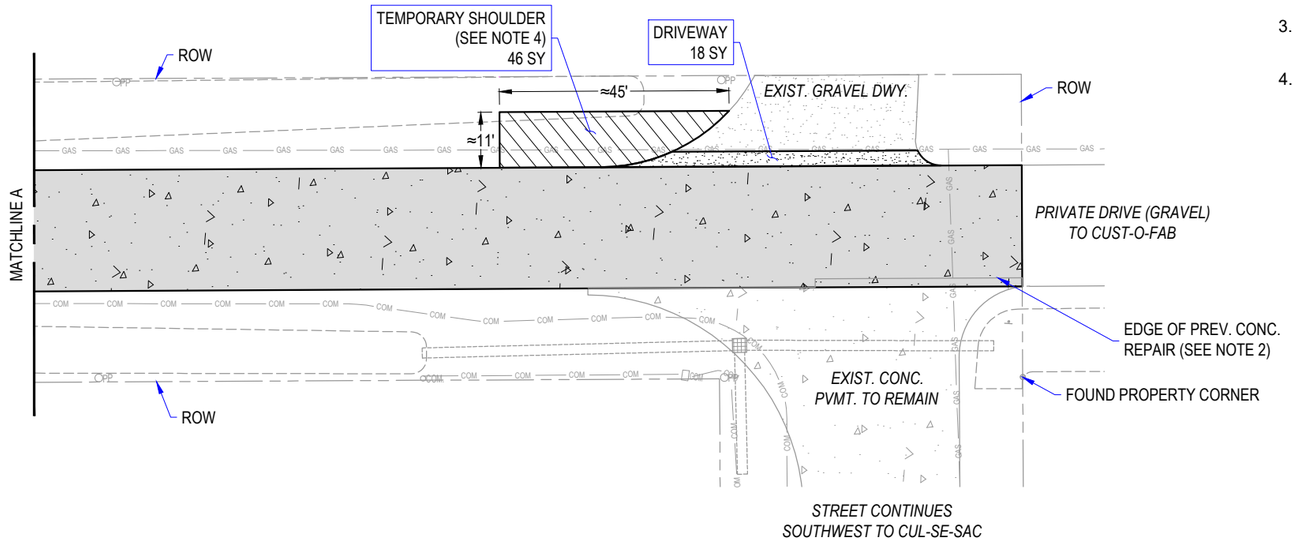
Jefferson County
Engineering Department

TYPICAL CROSS-SECTIONS

SHEET 5

JEFFERSON COUNTY, TEXAS
GARTH ROAD RECONSTRUCTION - PHASE I





Notes

1. Sawcut existing asphalt driveways 3 feet from proposed edge of road. See Detail 6 on Sheet 10 for proposed driveway transition.
2. Sawcut and remove existing concrete repair where it extends into the proposed pavement limits. See Detail 4 on Sheet 10 for proposed tie-in.
3. Backfill pavement edges adjacent to new concrete before opening the roadway to traffic. See Item 134 General Notes for additional details.
4. Install temporary shoulder/apron to accommodate turning truck traffic. See Item 247 General Notes for additional details.

LEGEND

——- - -——	Right-of-Way
— COM —	Communications Line
— GAS —	Gas Line
— WTR —	Water Line
□ COM	Communications Box
○ COM	Communications Pedestal
○ PP	Power Pole
□ WM	Water Meter
—o	Sign

STATE OF TEXAS
BRANDON G. BELAIRE
138396
LICENSED
PROFESSIONAL ENGINEER

Brandon Belaire

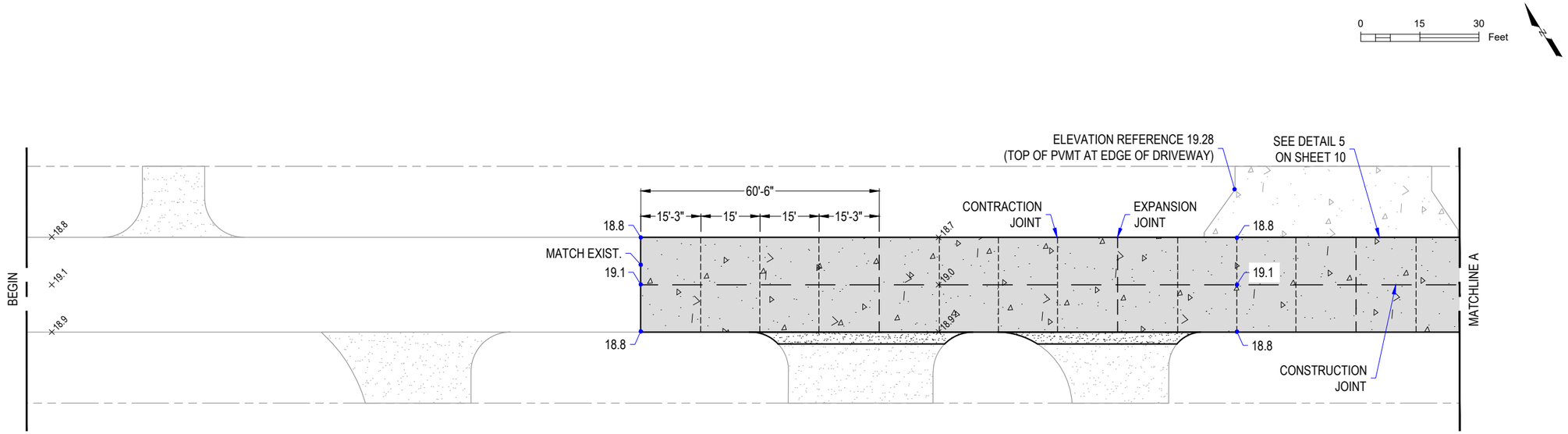
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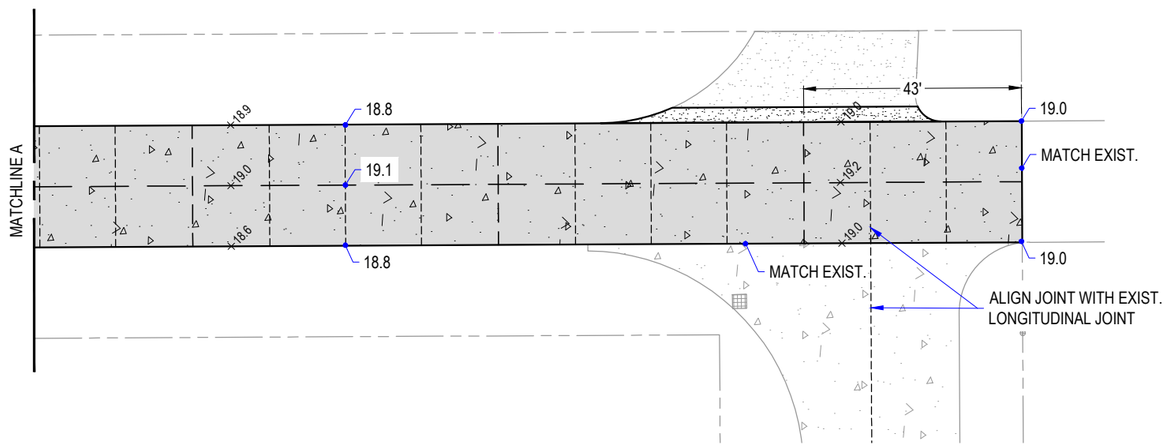
Jefferson County
Engineering Department

PROPOSED PLAN
GARTH ROAD

SHEET 6

JEFFERSON COUNTY, TEXAS
GARTH ROAD RECONSTRUCTION - PHASE I





Notes

1. See Sheet 10 for typical joint spacing.
2. The proposed roadway is intended to match the overall average existing roadway's cross-slope, profile, and elevations.
3. Match existing driveway elevations.

LEGEND

+0.0 EXISTING ELEVATION

0.0 PROPOSED ELEVATION

STATE OF TEXAS
BRANDON G. BELAIRE
138396
LICENSED
PROFESSIONAL ENGINEER

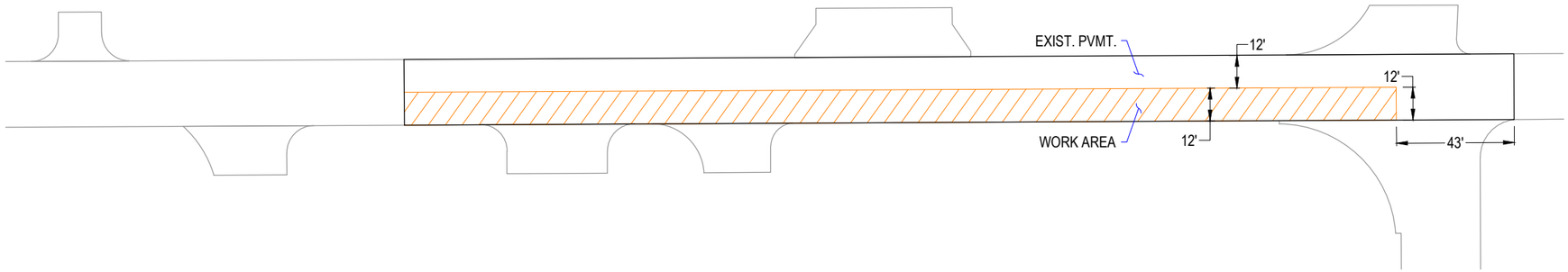
Date: 9/14/2026

Jefferson County
Engineering Department

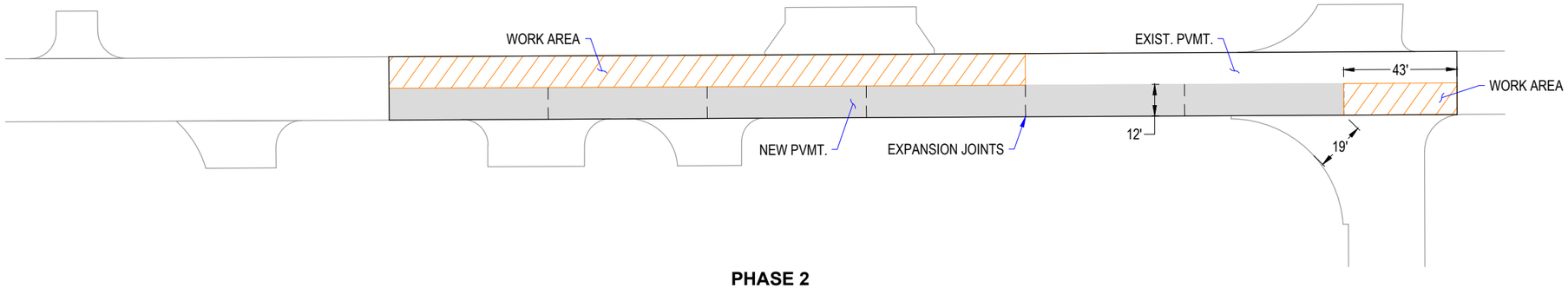
GRADING AND JOINT PATTERN PLAN

SHEET 7

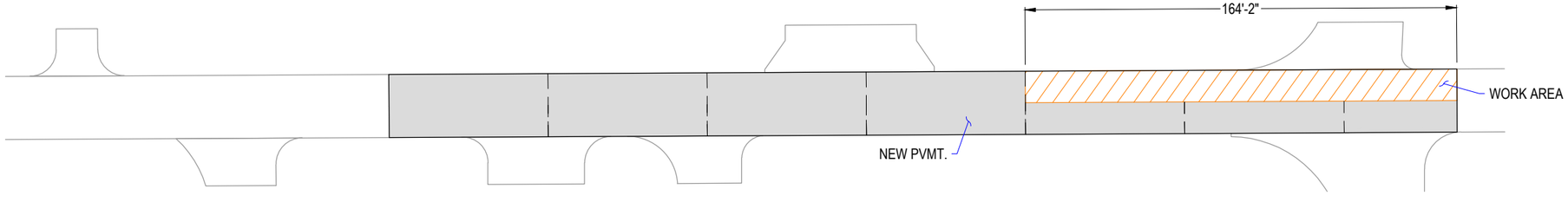
NTS



PHASE 1



PHASE 2



PHASE 3

Note

1. This recommended construction phasing is intended to maintain business access during construction. Alternative phasing may be acceptable with prior approval from the Engineer. The Contractor shall coordinate with affected businesses.

JEFFERSON COUNTY, TEXAS
GARTH ROAD RECONSTRUCTION - PHASE I

STATE OF TEXAS
BRANDON G. BELAIRE
138396
LICENSED
PROFESSIONAL ENGINEER

Brandon Belaire

Date: 9/14/2026

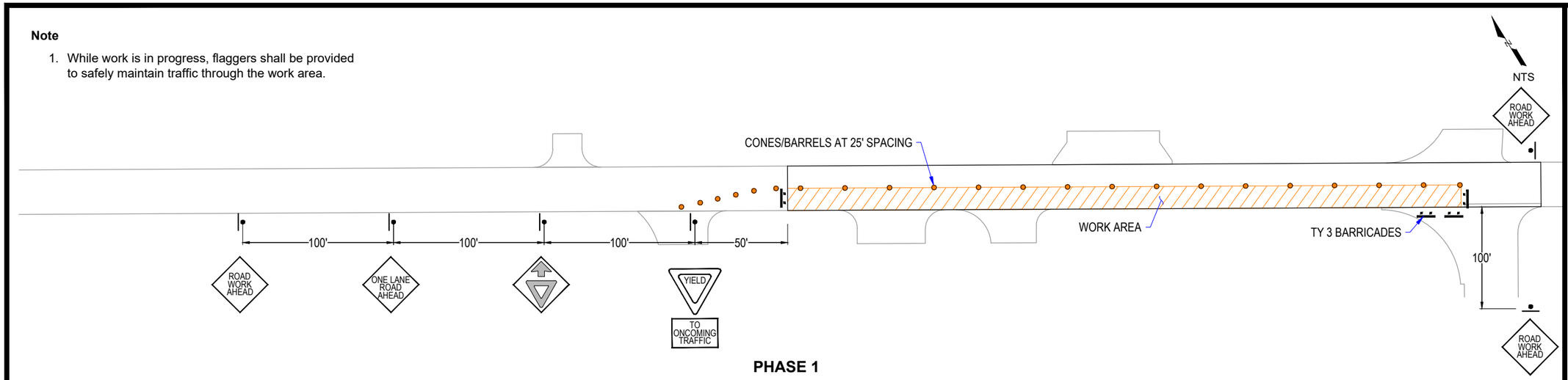
Jefferson County
Engineering Department

RECOMMENDED CONSTRUCTION PHASING

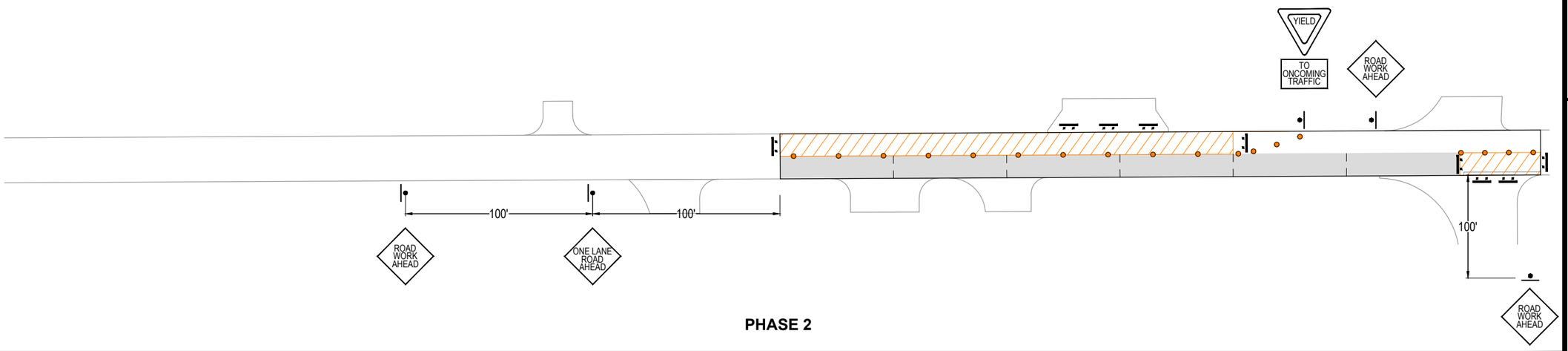
SHEET 8

Note

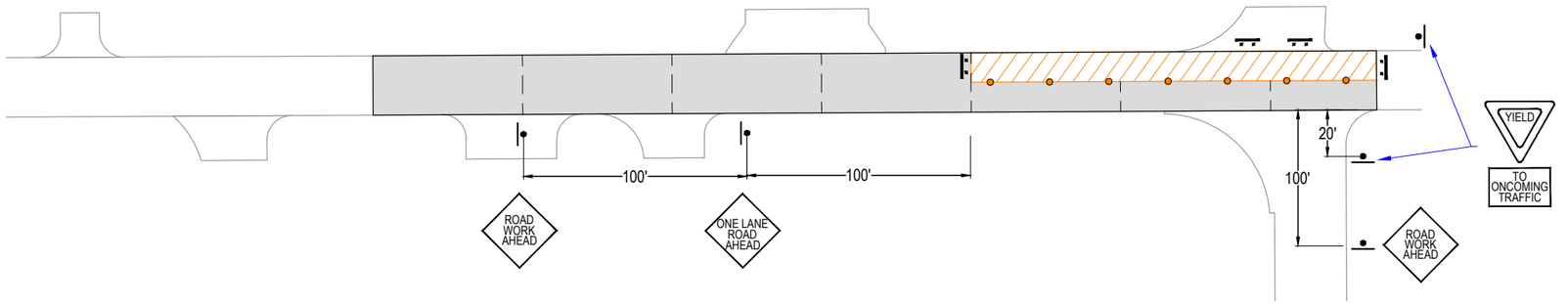
1. While work is in progress, flaggers shall be provided to safely maintain traffic through the work area.



PHASE 1



PHASE 2



PHASE 3

LEGEND

- CONES/BARRELS
- SIGN
- TYPE 3 BARRICADE

111

JEFFERSON COUNTY, TEXAS

GARTH ROAD RECONSTRUCTION - PHASE I

STATE OF TEXAS
BRANDON G. BELAIRE
138396
LICENSED
PROFESSIONAL ENGINEER

Brandon Belaire

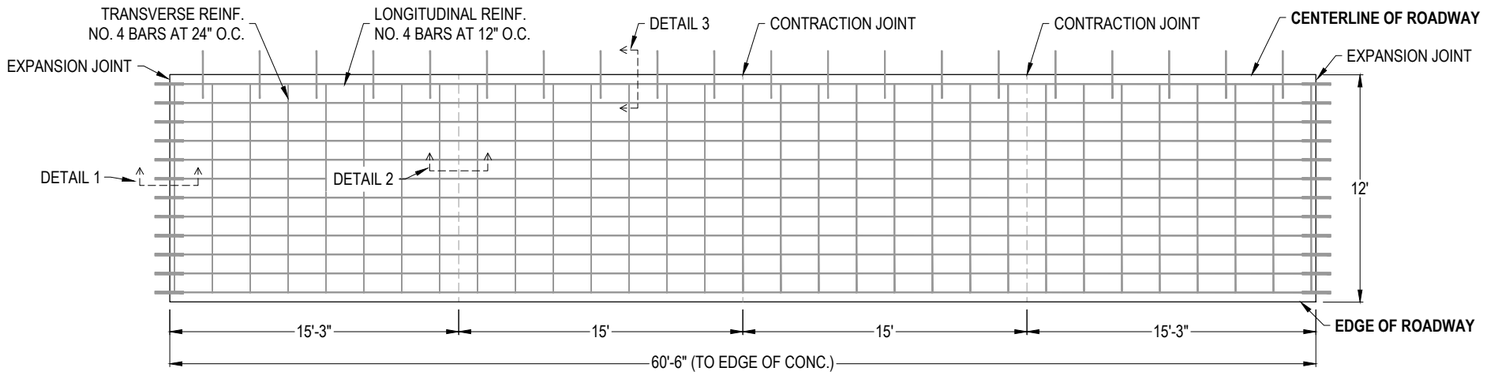
Date: 9/14/2026

Jefferson County
Engineering Department

TEMPORARY TRAFFIC CONTROL PLAN

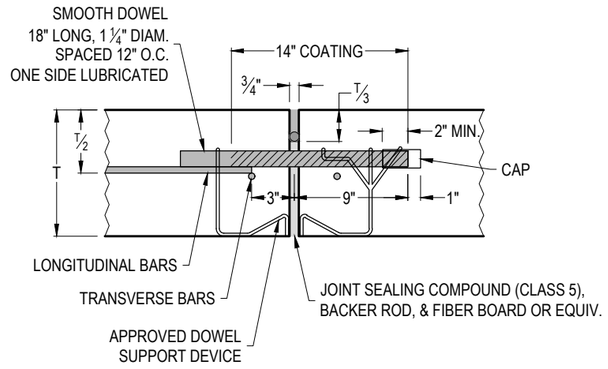
SHEET 9

JEFFERSON COUNTY, TEXAS
GARTH ROAD RECONSTRUCTION - PHASE I

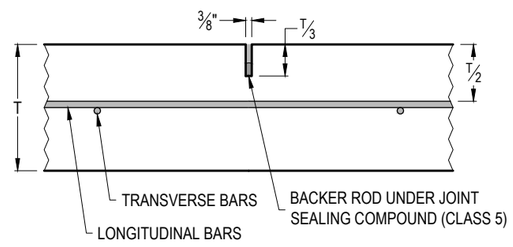


TYPICAL PANEL REINFORCEMENT

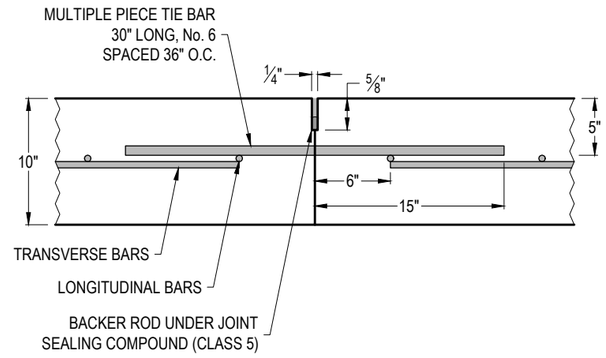
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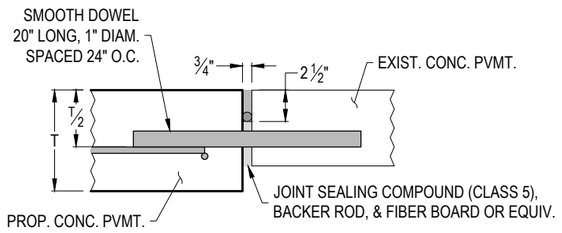
1 TRANSVERSE EXPANSION JOINT



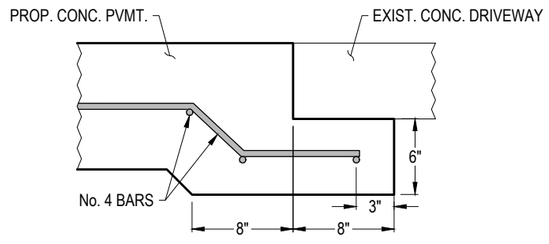
2 TRANSVERSE CONTRACTION JOINT



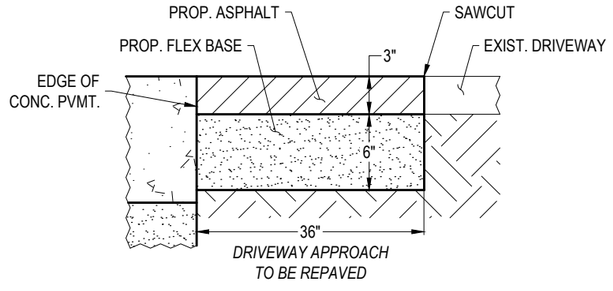
3 LONGITUDINAL CONSTRUCTION JOINT



4 TIE-IN TO EXISTING CONCRETE PAVEMENT



5 TIE-IN TO EXISTING CONCRETE DRIVEWAY



6 TIE-IN TO EXISTING ASPHALT/GRAVEL DRIVEWAY

STATE OF TEXAS
BRANDON G. BELAIRE
138396
LICENSED
PROFESSIONAL ENGINEER

Brandon Belaire

Date: 8/31/2026

Jefferson County
Engineering Department

REINFORCEMENT & JOINT DETAILS

SHEET 10

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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP)is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. Where highway construction or maintenance work is being undertaken, other than mobile operations as defined by the Texas Manual on Uniform Traffic Control Devices, CSJ limit signs are required. CSJ limit signs are shown on BC(2). The OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits. For mobile operations, CSJ limit signs are not required.

11. Traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

2. Except in emergency situations, flagger stations shall be illuminated when flagging is used at night.

COMPLIANT WORKZONE TRAFFIC CONTROL DEVICES

1. Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources.

2. Work zone traffic control devices shall be compliant with the Manual for Assessing safety Hardware (MASH).

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

SHEET 1 OF 12

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-21

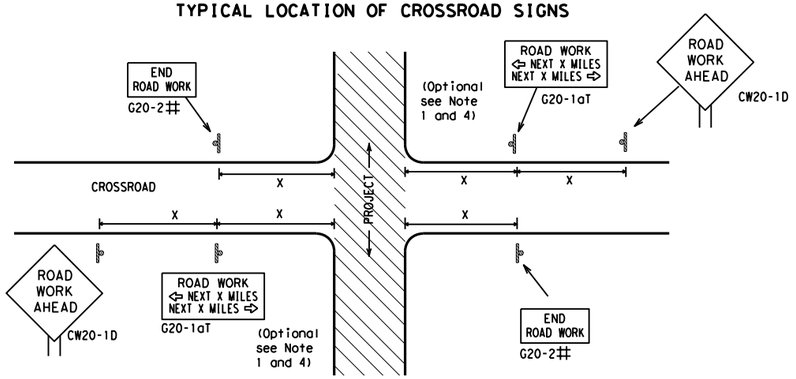
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©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-03 7-13 / 9-07 8-14 / 5-10 5-21	DIST	COUNTY		SHEET NO. 11

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DATE:
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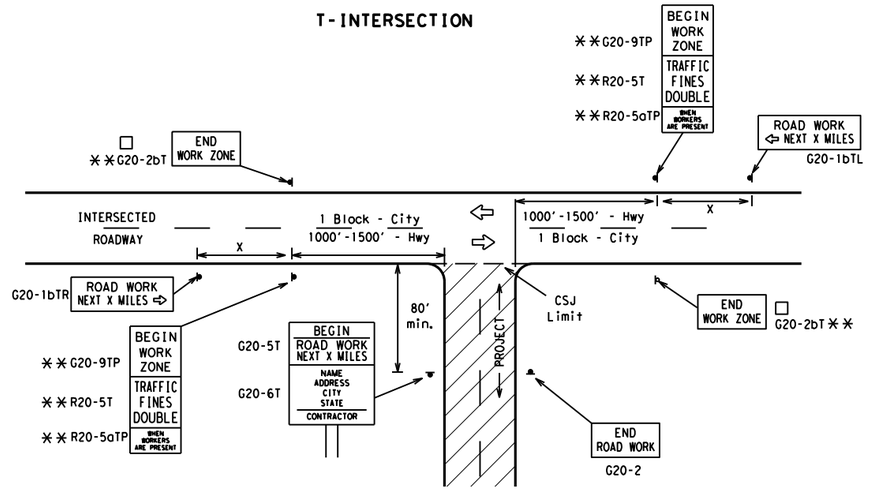
TYPICAL LOCATION OF CROSSROAD SIGNS



May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of Engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D)sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume as per TMUTCD Part 5. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT)sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection, the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING[1,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign △ Spacing "X"
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500[2]
60	600[2]
65	700[2]
70	800[2]
75	900[2]
80	1000[2]
*	*[3]

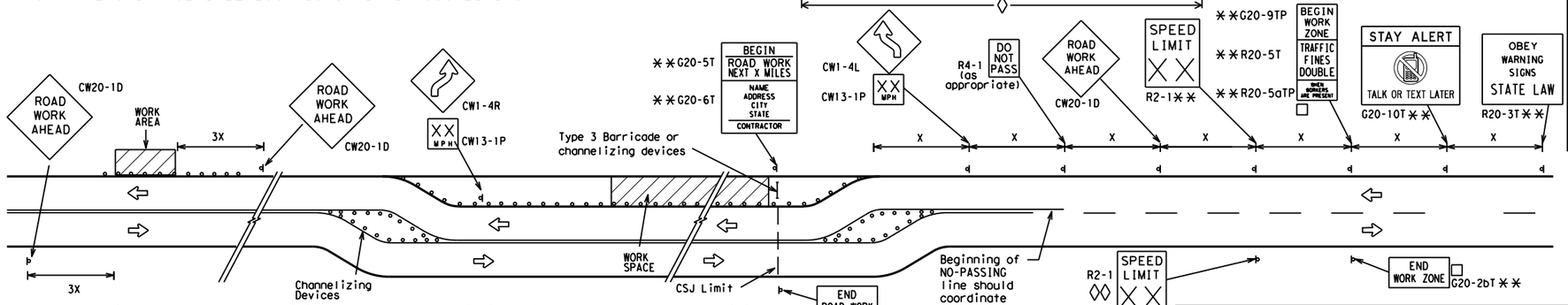
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

△ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer as per TMUTCD Part 5. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

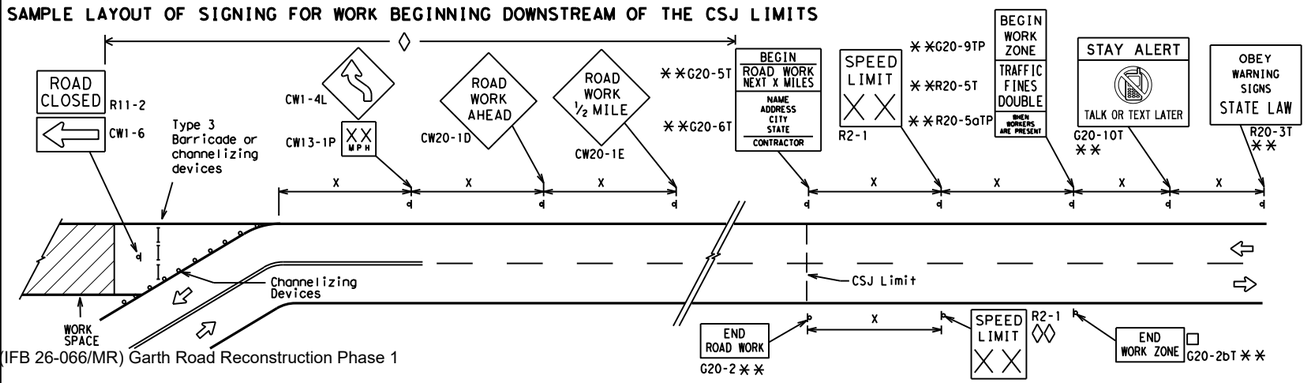
WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

□ The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

** CSJ limit signing is required for highway construction and maintenance work, with the exception of mobile operations.

◊ Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

◊◊ Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND	
⊢⊣	Type 3 Barricade
○ ○ ○	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

Texas Department of Transportation — Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS				
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13 5-21				12

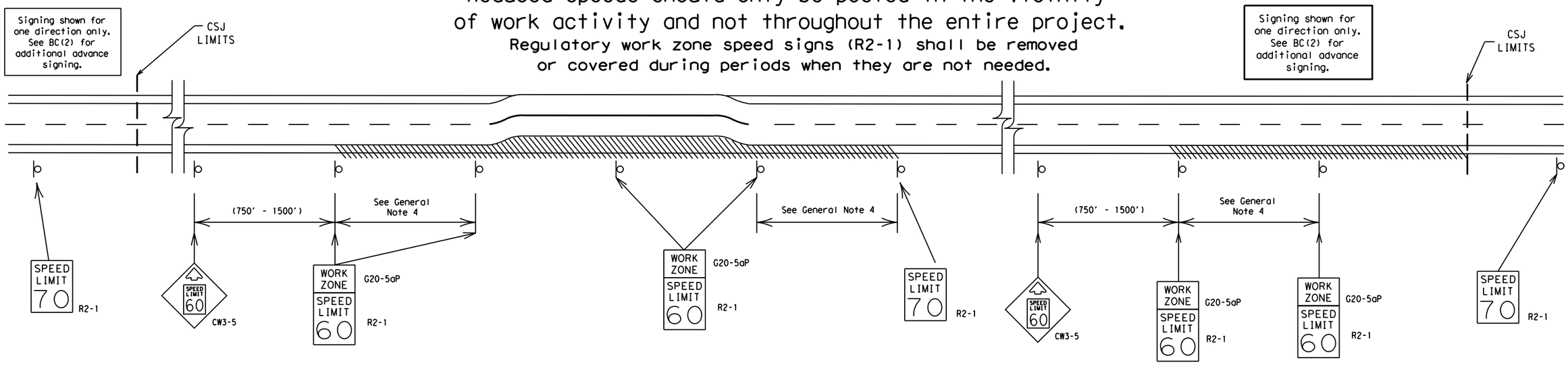
DATE:
FILE: (IFB 26-066/MR) Garth Road Reconstruction Phase 1

TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the traveled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the"ADVANCE SPEED LIMIT"(CW3-5)sign, "WORK ZONE"(G20-5aP) plaque and the "SPEED LIMIT"(R2-1)signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

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SHEET 3 OF 12

Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

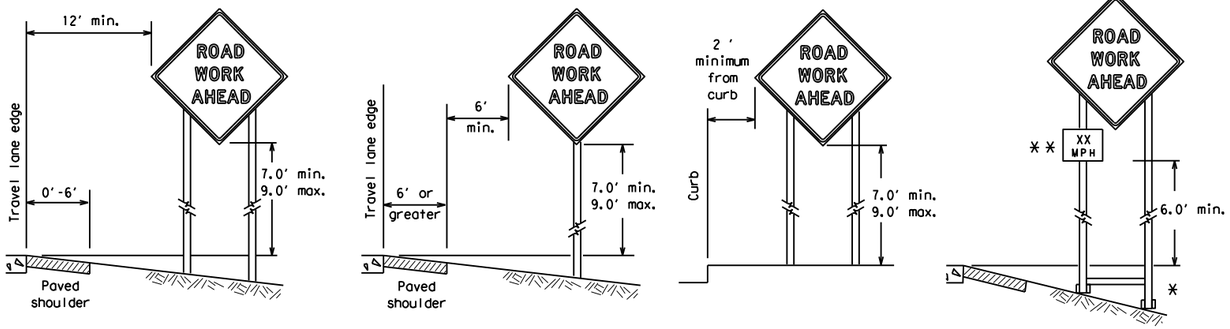
BC(3)-21

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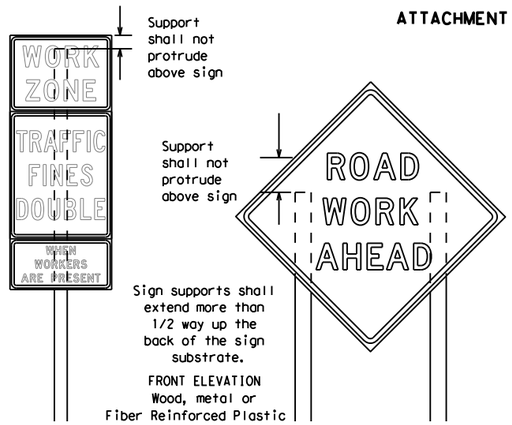
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

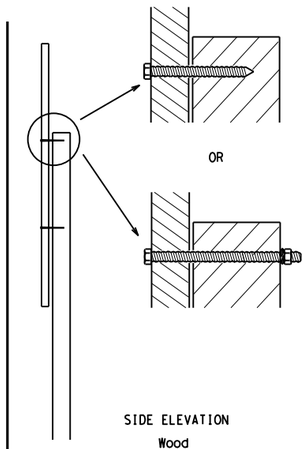


* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS





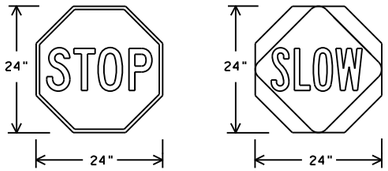
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24".
2. STOP/SLOW paddles shall be retroreflectorized when used at night.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



SHEETING REQUIREMENTS (WHEN USED AT NIGHT)		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	ORANGE	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND & BORDER	WHITE	TYPE B OR C SHEETING
LEGEND & BORDER	BLACK	ACRYLIC NON-REFLECTIVE FILM

CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, specific service (LOGO), or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition. For details for covering large guide signs see the TS-CD standard.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC standard sheets, TLRS standard sheets or the CWZTCD list. The signs shall meet the required mounting heights shown on the BC, or the SMD standard sheets during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD) for small roadside signs. Supports for temporary large roadside signs shall meet the requirements detailed on the Temporary Large Roadside Signs (TLRS) standard sheets. The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used, the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

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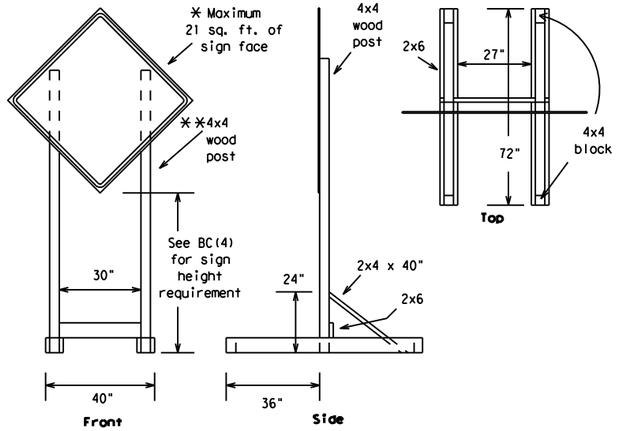
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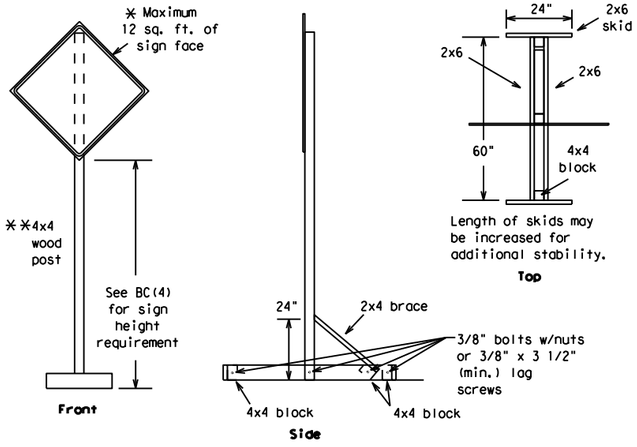
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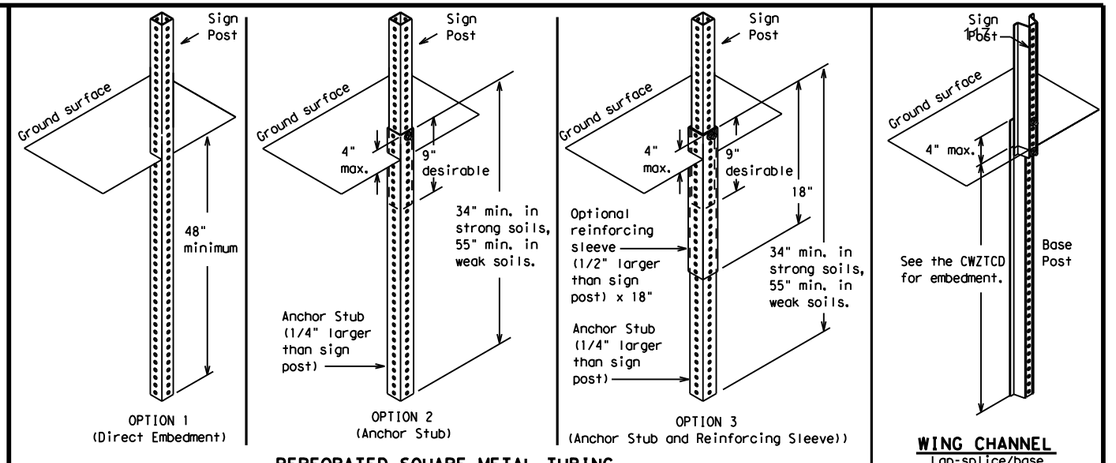
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SKID MOUNTED WOOD SIGN SUPPORTS

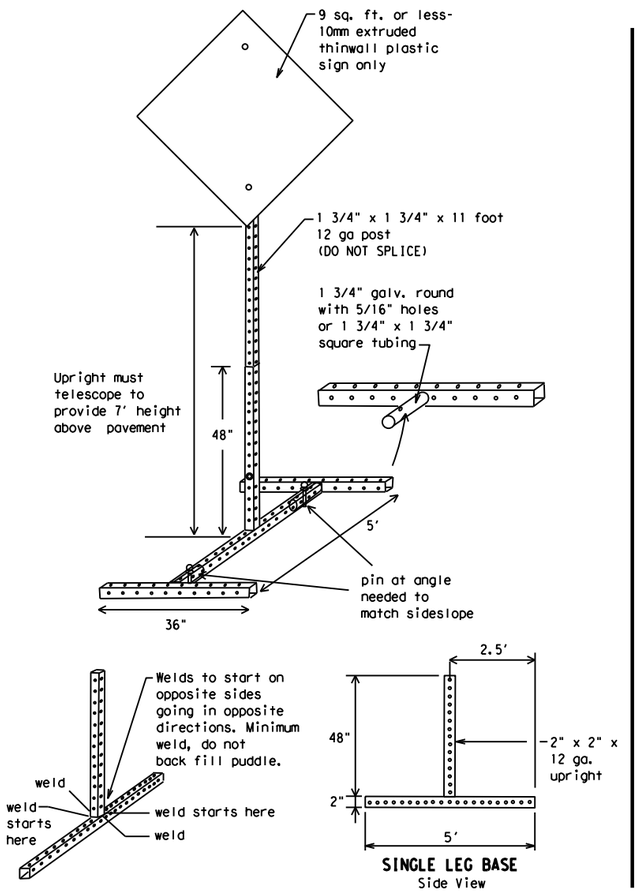
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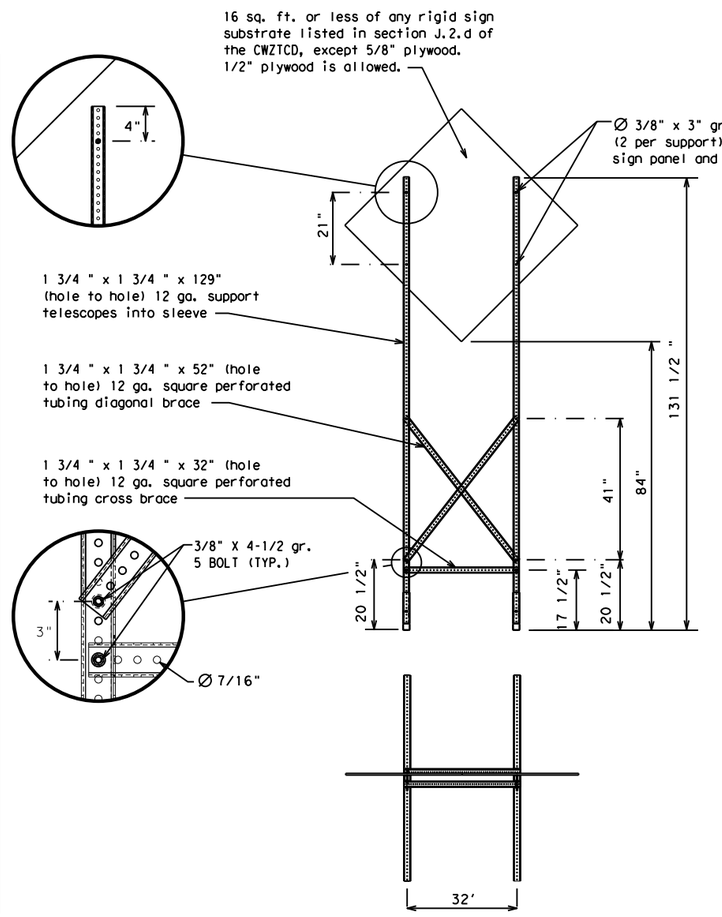


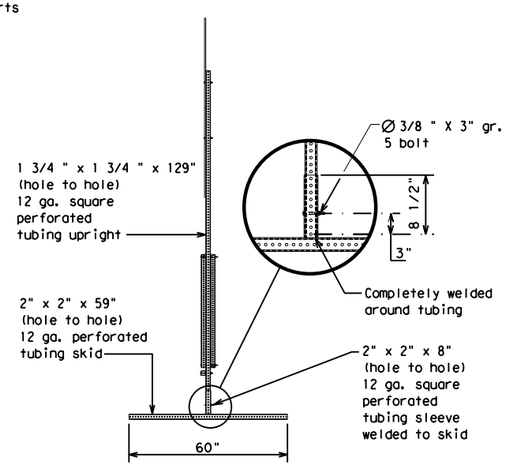
PERFORATED SQUARE METAL TUBING

GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.







SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

* See BC(4) for definition of "Work Duration."

** Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

☐ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

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Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-21

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use, the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation * IH-number, Us-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- FORM X LINES RIGHT
- DETOUR NEXT X EXITS
- USE XXXXX RD EXIT
- USE EXIT XXX
- USE EXIT I-XX NORTH
- STAY ON US XXX SOUTH
- USE I-XX E TO I-XX N
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- WATCH FOR TRUCKS
- EXPECT DELAYS
- EXPECT DELAYS
- PREPARE TO STOP
- REDUCE SPEED XXX FT
- END SHOULDER USE
- USE OTHER ROUTES
- WATCH FOR WORKERS
- STAY IN LANE *

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM- X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM- XX AM

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

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Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

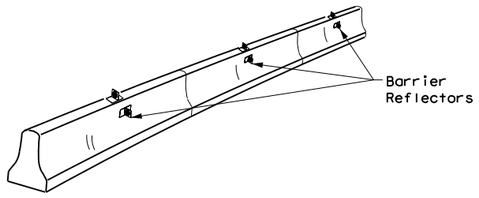
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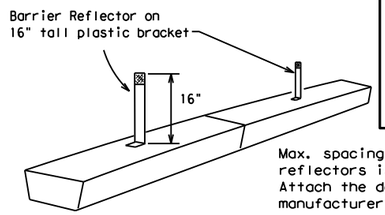
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1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.



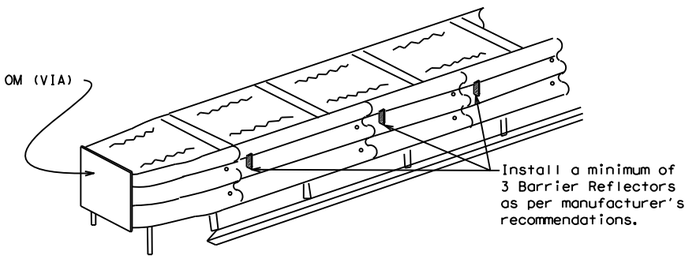
CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



Max. spacing of barrier reflectors is 20 feet. Attach the delineators as per manufacturer's recommendations.

LOW PROFILE CONCRETE BARRIER (LPCB)



DELINEATION OF END TREATMENTS

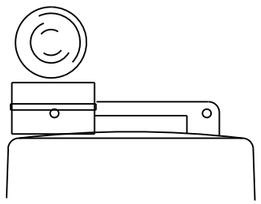
LOW PROFILE CONCRETE BARRIER (LPCB) USED IN WORK ZONES

LPCB is approved for use in work zone locations, where the posted speed is 45mph, or less. See Roadway Standard Sheet LPCB.

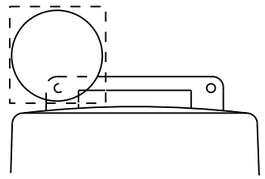
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet the apppropriate crashworthy standards as defined in the Manual for Assessing Safety Hardware (MASH). Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square.Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

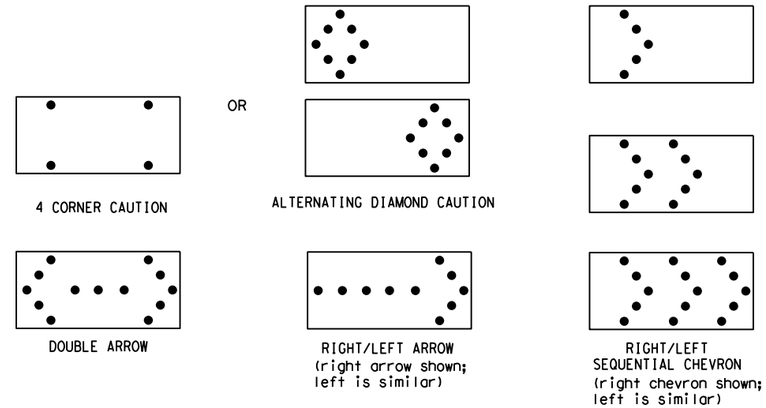
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION

Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

SHEET 7 OF 12

Texas Department of Transportation — Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS				
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13 5-21				17

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DATE:
FILE:

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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections, one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

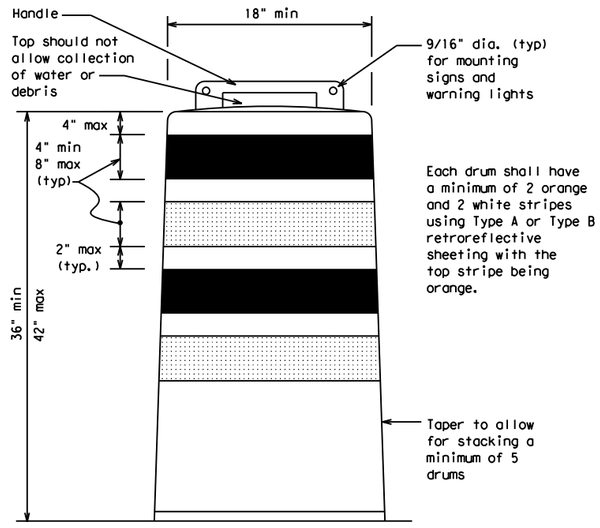
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

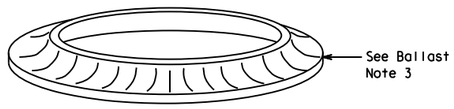
RETROREFLECTIVE SHEETING

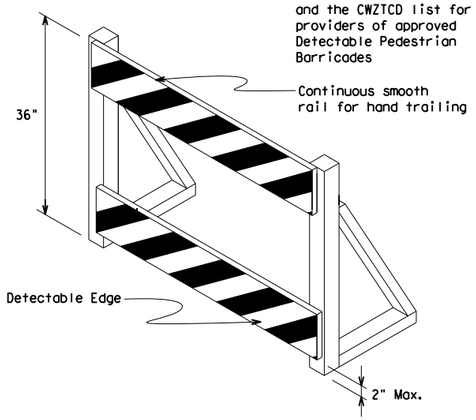
1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A or Type B reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.



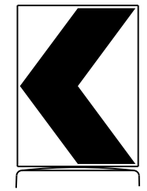




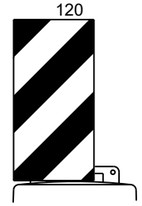
DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. Refer to WZ(BTS-2) for Pedestrian Control requirements for Sidewalk Diversions, Sidewalk Detours and Crosswalk Closures.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a Detectable Pedestrian Barricade shall be placed across the full width of the closed sidewalk instead of a Type 3 Barricade.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades should use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.

120



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A or Type B. Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations, they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

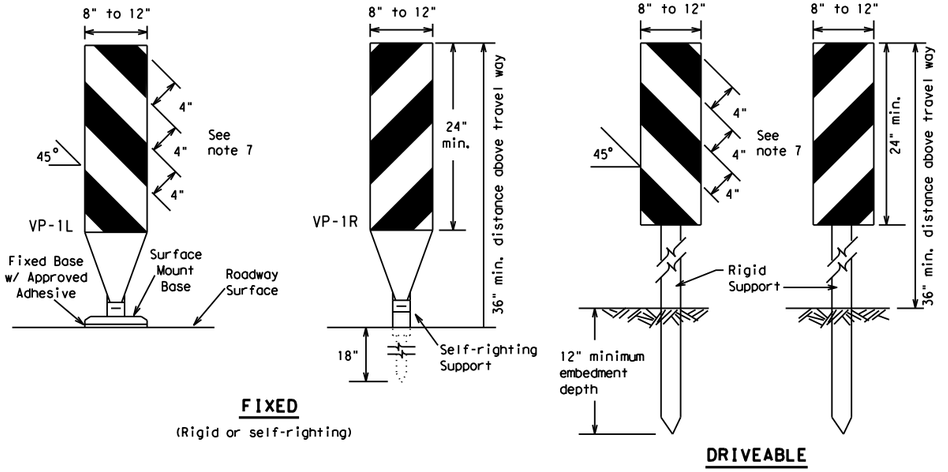
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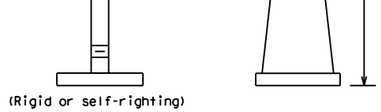
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FIXED
(Rigid or self-righting)

DRIVEABLE

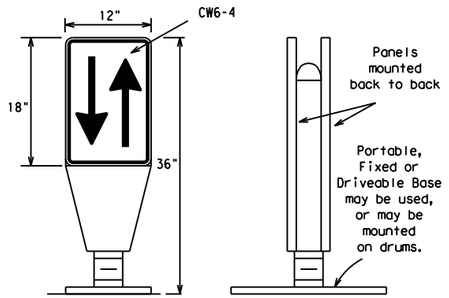


(Rigid or self-righting)

PORTABLE

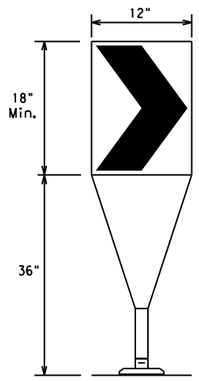
VERTICAL PANELS (VPs)

1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual for additional requirements on the use VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.



OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.



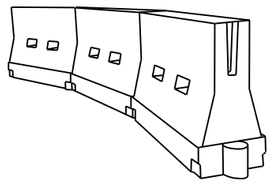
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways, self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10). Place reflective sheeting near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate Manual for Assessing Safety Hardware (MASH) crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Posted Speed	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12

Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13 5-21				19

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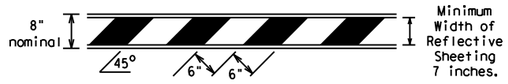
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FILE:

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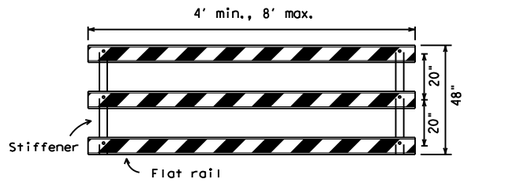
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road, striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



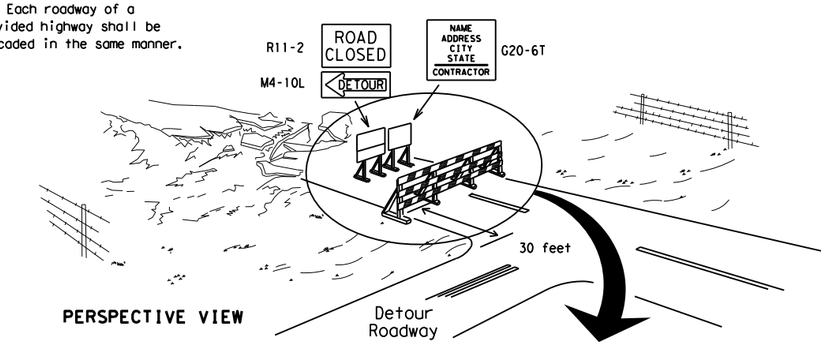
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

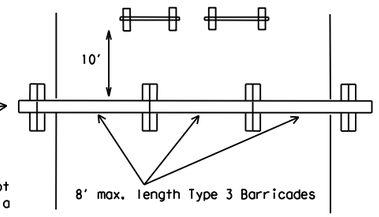
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

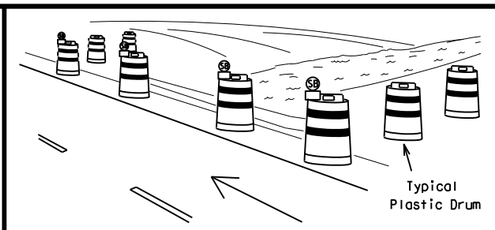
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

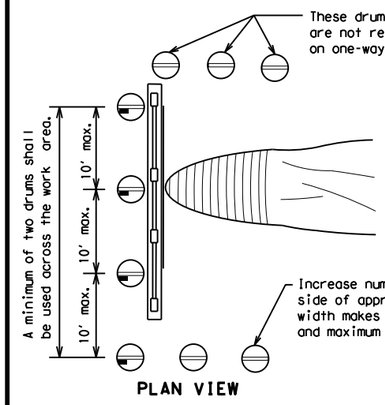
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

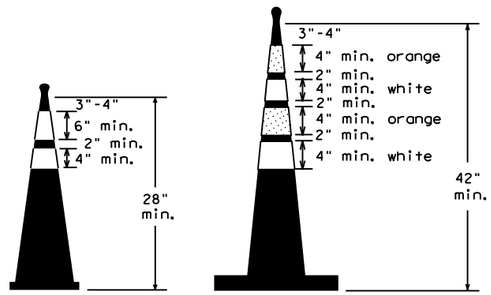
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



PLAN VIEW

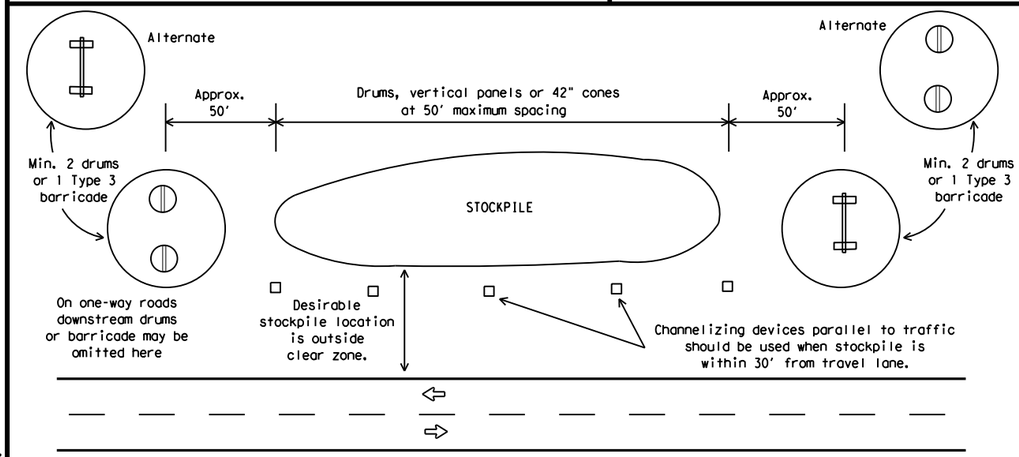
LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



28" Cones shall have a minimum weight of 9 1/2 lbs.
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A or Type B.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

SHEET 10 OF 12

Texas Department of Transportation — Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

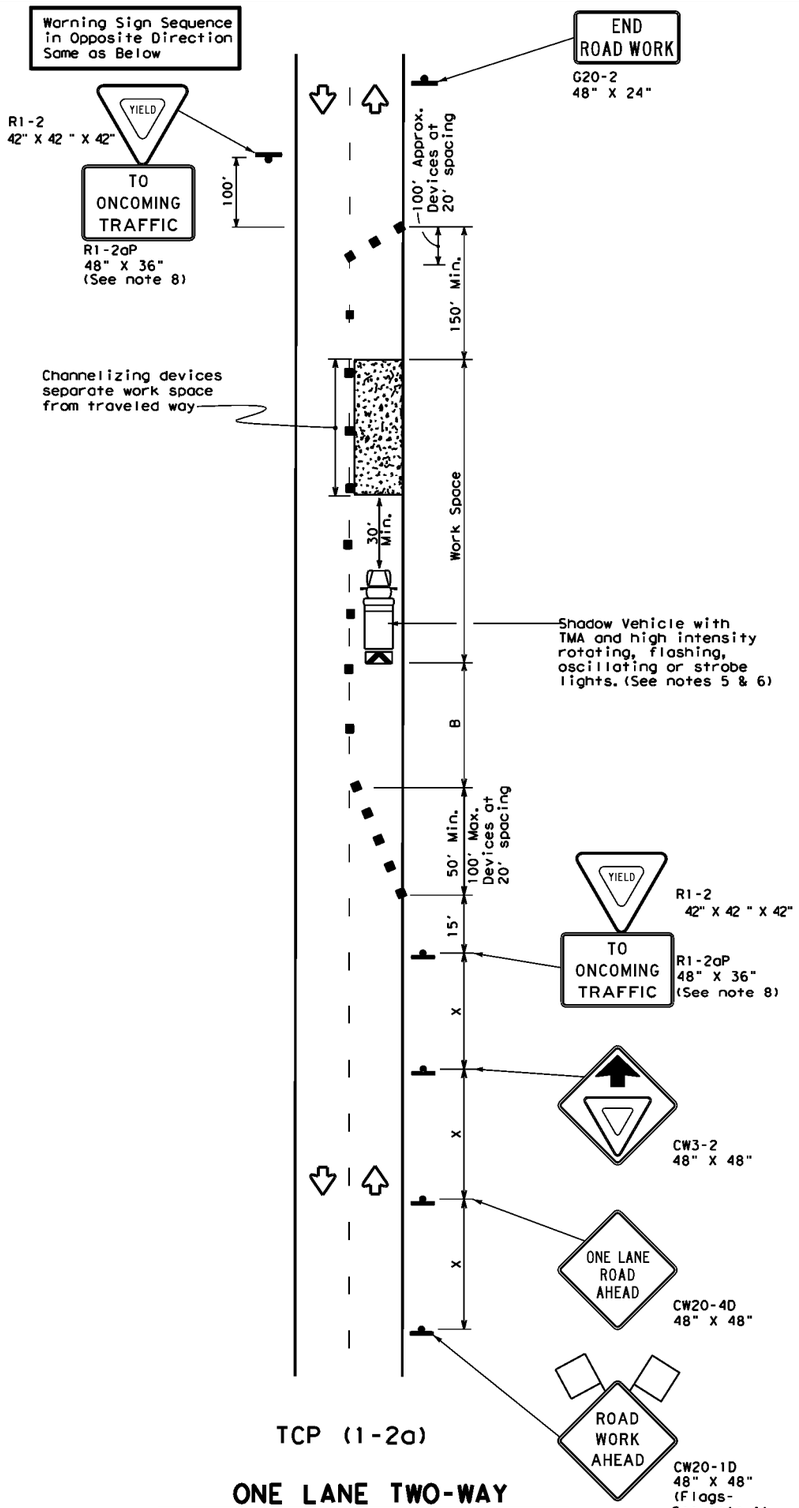
BC(10)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 8-14 7-13 5-21	DIST	COUNTY		SHEET NO. 20

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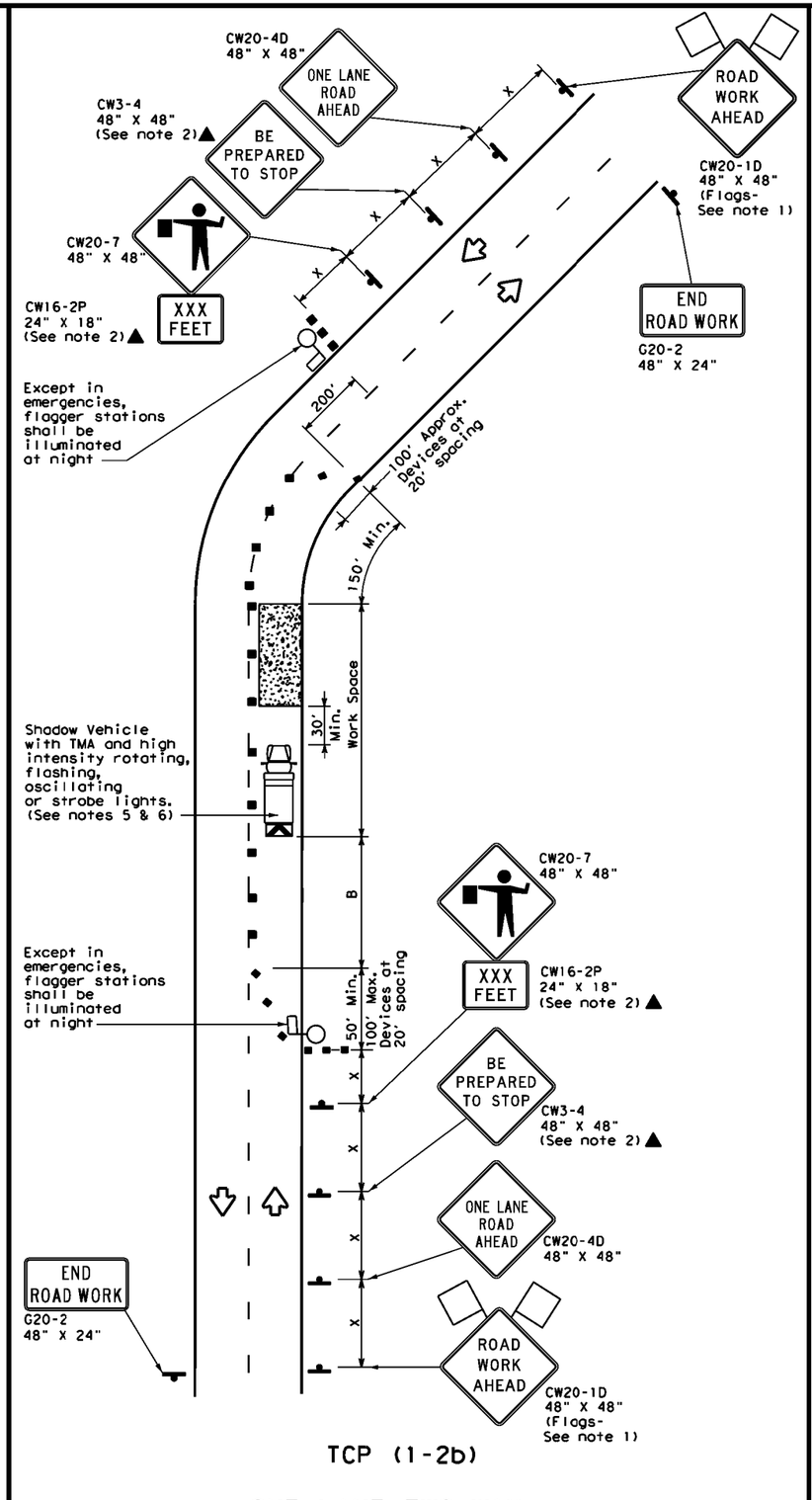
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TCP (1-2a)

ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS (Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation

Traffic Operations Division Standard

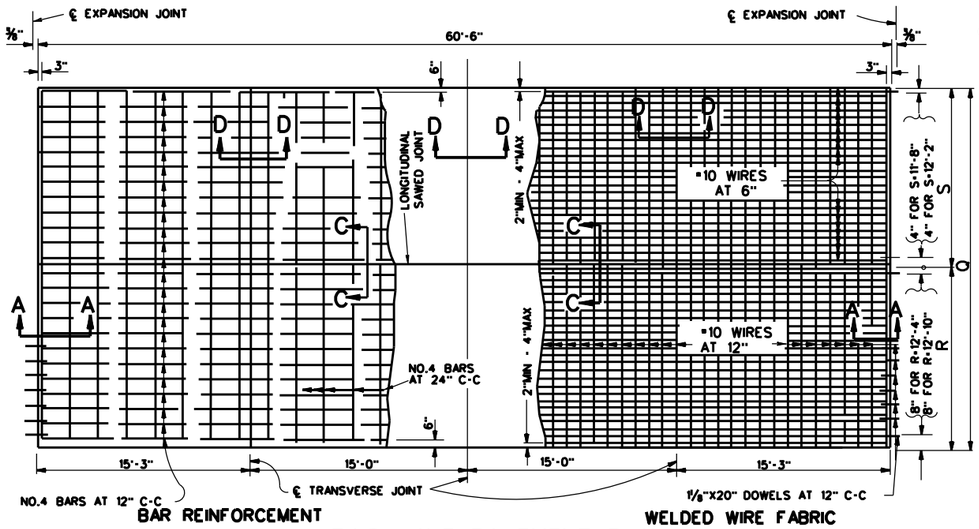
TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-18

FILE: tcp1-2-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-90 4-98 2-94 2-12 1-97 2-18	DIST	COUNTY		SHEET NO. 21

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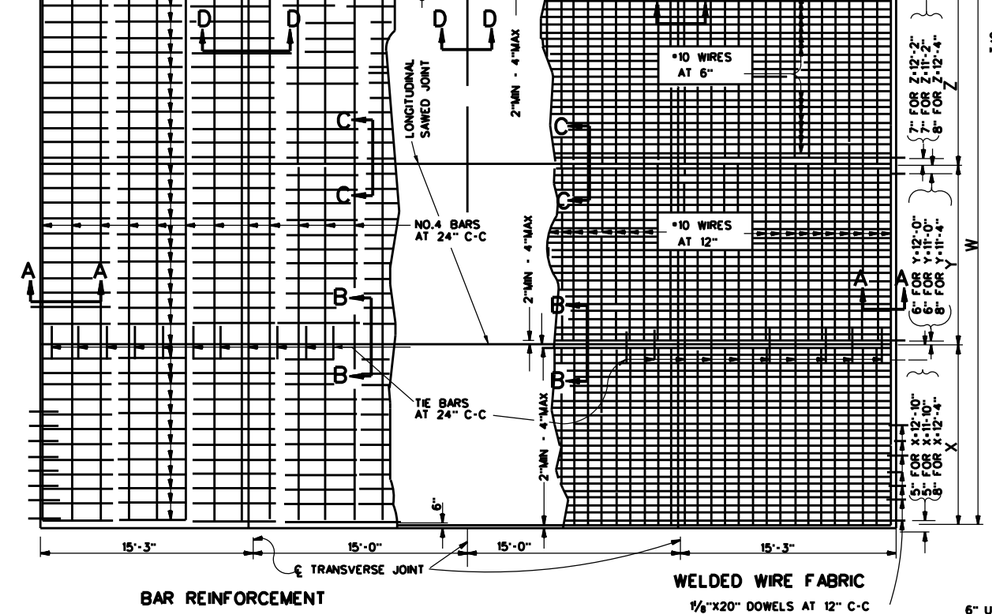


BAR REINFORCEMENT

WELDED WIRE FABRIC

TWO LANE PAVEMENT PLAN

	WIDTH - Q		
	24'-0"	24'-6"	25'-0"
R	12'-4"	12'-4"	12'-10"
S	11'-8"	12'-2"	12'-2"



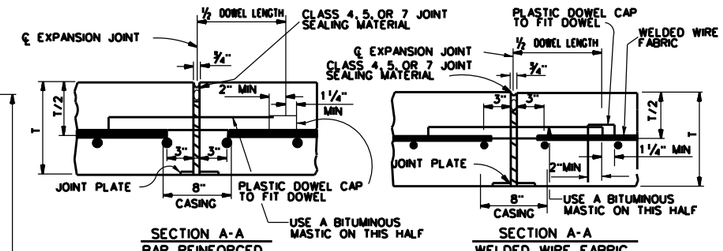
BAR REINFORCEMENT

WELDED WIRE FABRIC

THREE LANE PAVEMENT PLAN

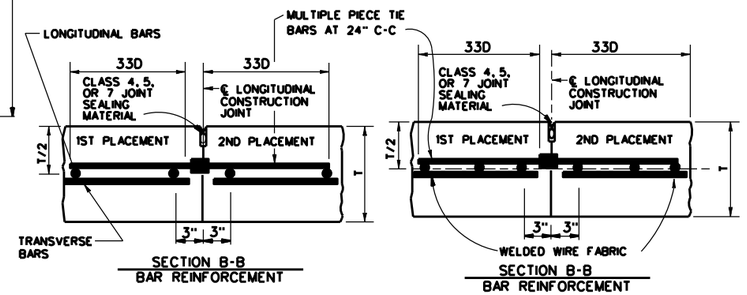
	WIDTH - W		
	37'-0"	36'-0"	34-0"
X	12'-10"	12'-4"	11'-10"
Y	12'-0"	11'-4"	11'-0"
Z	12'-2"	12'-4"	11'-2"

D = DIAMETER
R = RADIUS
T = THICKNESS

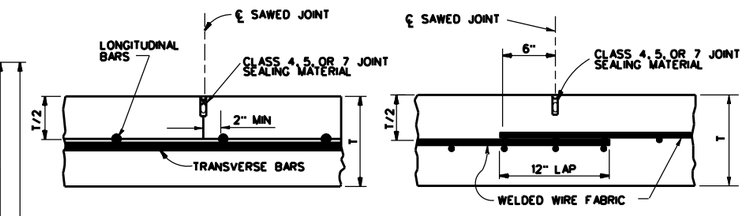


TRANSVERSE EXPANSION JOINTS

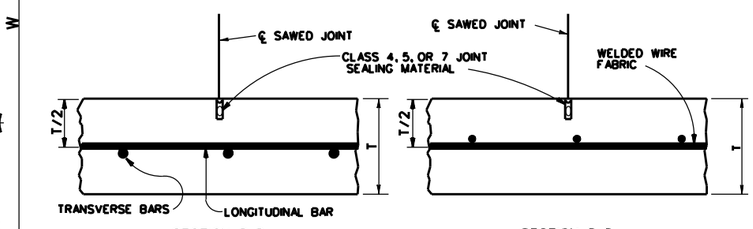
NOTE: DOWEL BARS CONFORMING TO ASTM A615 OR A616 GRADE 60 ARE ACCEPTABLE



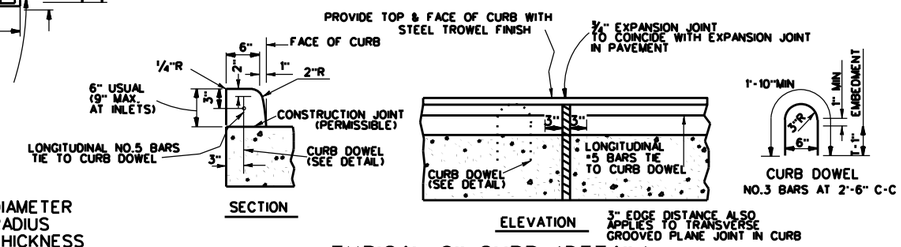
LONGITUDINAL CONSTRUCTION JOINTS



LONGITUDINAL SAWED JOINTS



TRANSVERSE SAWED JOINTS



TYPICAL 6" CURB (DETAIL)

GENERAL NOTES

1. MULTIPLE PIECE TIE BARS ARE REQUIRED AT LONGITUDINAL CONSTRUCTION JOINTS. USE MULTIPLE PIECE TIE BAR ASSEMBLIES WITH STOP TYPE COUPLINGS AND WITH THREADS ON THE BARS. ENSURE THE MULTIPLE PIECE TIE BAR ASSEMBLIES DEVELOP A MINIMUM ULTIMATE TENSILE STRENGTH EQUAL TO 1.25 TIMES THE YIELD STRENGTH OF THE TRANSVERSE BARS BEING JOINED. USE DEFORMED REINFORCING BARS FOR TIE BARS. TIE BAR ASSEMBLIES MADE FROM STEELS OTHER THAN ASTM GRADE 60 AND WITH DEFORMATIONS OTHER THAN ASTM STANDARD MAY BE USED IF IT CAN BE PROVEN TO THE ENGINEER THAT THEY ARE IN EVERY RESPECT THE EQUAL OF THE ASSEMBLIES SPECIFIED. LABORATORY TESTING OF THE PROPOSED ASSEMBLIES, AT THE CONTRACTOR'S EXPENSE, MAY BE REQUIRED.
2. FORM CONSTRUCTION JOINTS WITH METAL OR WOOD FORMS EQUAL IN DEPTH TO THE NOMINAL DEPTH OF THE PAVEMENT OR BY OTHER MEANS APPROVED PRIOR TO THEIR USE.
3. SAW LONGITUDINAL AND TRANSVERSE JOINTS AS SOON AS SAWING CAN BE ACCOMPLISHED WITHOUT DAMAGE TO THE PAVEMENT AND BEFORE 24 HOURS AFTER PLACING THE CONCRETE, THE EXACT TIME WILL BE APPROVED BY THE ENGINEER. PREFORMED JOINT WITH ASPHALT STRIP IS NOT ACCEPTABLE.
4. LONGITUDINAL JOINTS ARE SHOWN OFFSET FOUR INCHES FROM THE THEORETICAL LANE LINE AND MAY BE OFFSET TO EITHER SIDE IF THE WIDTH OF THE WIRE FABRIC IS PROPERLY ADJUSTED.
5. ONE OF THE LONGITUDINAL JOINTS OF PAVEMENT SLABS WIDER THAN TWO LANES MAY BE A CONSTRUCTION JOINT. FOR PAVEMENT SLABS WIDER THAN 15 FT. PROVIDE A LOGITUDINAL SAWED JOINT UNLESS OTHERWISE DIRECTED.
6. FORM THE JOINT SEAL SPACE AT TRANSVERSE EXPANSION JOINTS BY USING A STRAIGHT FORM PLACED BEHIND THE LONGITUDINAL FLOAT. LOOSEN THE FORM AS SOON AS THE CONCRETE WILL RETAIN ITS SHAPE AND EDGE WITH AN APPROVED EDGING TOOL. TOOL BOTH EDGES OF LONGITUDINAL CONSTRUCTION JOINTS TO A 1/8IN. RADIUS AT THE PAVEMENT SURFACE.
7. DO NOT DISCHARGE CONCRETE FROM THE MIXER DIRECTLY ON TOP OF OR ON THE SIDES OF THE EXPANSION JOINT ASSEMBLIES.
8. LAP TRANSVERSE EDGES OF SHEETS OF WELDED WIRE FABRIC 12 INCHES EXCEPT AT TRANSVERSE EXPANSION JOINTS. LAP LONGITUDINAL EDGES 6 INCHES EXCEPT AT LONGITUDINAL CONSTRUCTION JOINTS.
9. DOWEL BARS MAY BE COATED WITH STAINLESS STEEL, MONEL METAL, OR IN ACCORDANCE WITH THE ITEM "REINFORCING STEEL" SECTION ON EPOXY COATING: WITH A WELDED DOWEL ASSEMBLY SUPPORT, AS APPROVED. ENSURE THE CASING CONFORMS TO THE REQUIREMENTS OF ONE OF THE GRADES OF ASTM A167-70 OR A176-71 AND IS NOT LESS THAN 0.010 INCH THICK. PROVIDE A CASING AT LEAST 8 INCHES LONG AND THAT COVERS THE MIDDLE 8 INCHES OF THE DOWEL.
10. SECURE DOWELS PARALLEL TO THE PAVEMENT SURFACE AND PERPENDICULAR TO THE JOINT WITH THE AID OF APPROVED WELDED WIRE BASKET ARRANGEMENTS. ENSURE WELDED WIRE BASKET ARRANGEMENTS DO NOT CROSS THE EXPANSION JOINT. UNIFORMLY COAT DOWELS WITH A BITUMINOUS MASTIC ON THE END WITH THE DOWEL CAP.
11. DO NOT BEND TIE BARS AND DOWEL BARS. TO PREVENT DISPLACEMENT OF WIRE FABRIC BY CONCRETE PLACEMENT, TIE THE FABRIC PANEL TOGETHER AND TIE THE INITIAL FABRIC PANELS OF EACH SLAB TO THE DOWEL BASKET OR AS DIRECTED.
12. TOOL PAVEMENT EDGES TO A RADIUS OF 1/8 IN. WITH AN APPROVED EDGING TOOL.
13. DETAILS FOR PAVEMENT WIDTH, PAVEMENT THICKNESS, AND CROWN-SLOPE ARE ELSEWHERE SHOWN ON THE PLANS.
14. THE CONTRACTOR HAS THE OPTION OF USING WELDED WIRE FABRIC OR BAR REINFORCEMENT. LOCATE THE LONGITUDINAL STEEL AT THE CENTER OF THE SLAB. TAKE NECESSARY PRECAUTIONS TO INSURE THAT THE FINAL POSITION OF STEEL IS WITHIN 1/2 IN. OF THE SLAB CENTER. ENSURE THE LONGITUDINAL AND TRANSVERSE STEEL SPACING DOES NOT VARY MORE THAN ONE-TWELFTH OF SPACING SHOWN.
15. LONGITUDINAL STEEL MAY BE SPLICED WITH 33 TIMES BAR DIAMETER LAPS.
16. FOR LANE WIDTHS NOT SHOWN OR FOR VARIABLE PANEL LENGTHS AND WIDTHS, SPACE REINFORCING STEEL AND DOWELS AS DIRECTED.
17. USE APPROVED BAR MAT CHAIRS. DO NOT EXCEED CHAIR SPACING OF 30 IN. C-C (TRANSVERSE) AND 48 IN. C-C (LONGITUDINAL). GALVANIZING THE CHAIRS IS NOT REQUIRED.
18. OBTAIN BOARDS FOR EXPANSION JOINT FILLER FROM REDWOOD TIMBER.
19. PROVIDE AND CONSTRUCT THE JOINT PLATE AS APPROVED.
20. WHEN CURB IS PLACED SEPARATELY FROM THE CONCRETE PAVEMENT, PROVIDE THE REINFORCING STEEL AS SHOWN IN THE CURB DETAIL. THE CURB REINFORCING STEEL MAY BE OMITTED WHEN THE CURB IS PLACED MONOLITHICALLY.

(GENERAL NOTES CONTINUED ON SHEET 2 OF 2)

SHEET 1 OF 2

Texas Department of Transportation

Houston District Standard

JOINTED REINFORCED CONCRETE PAVEMENT DETAILS

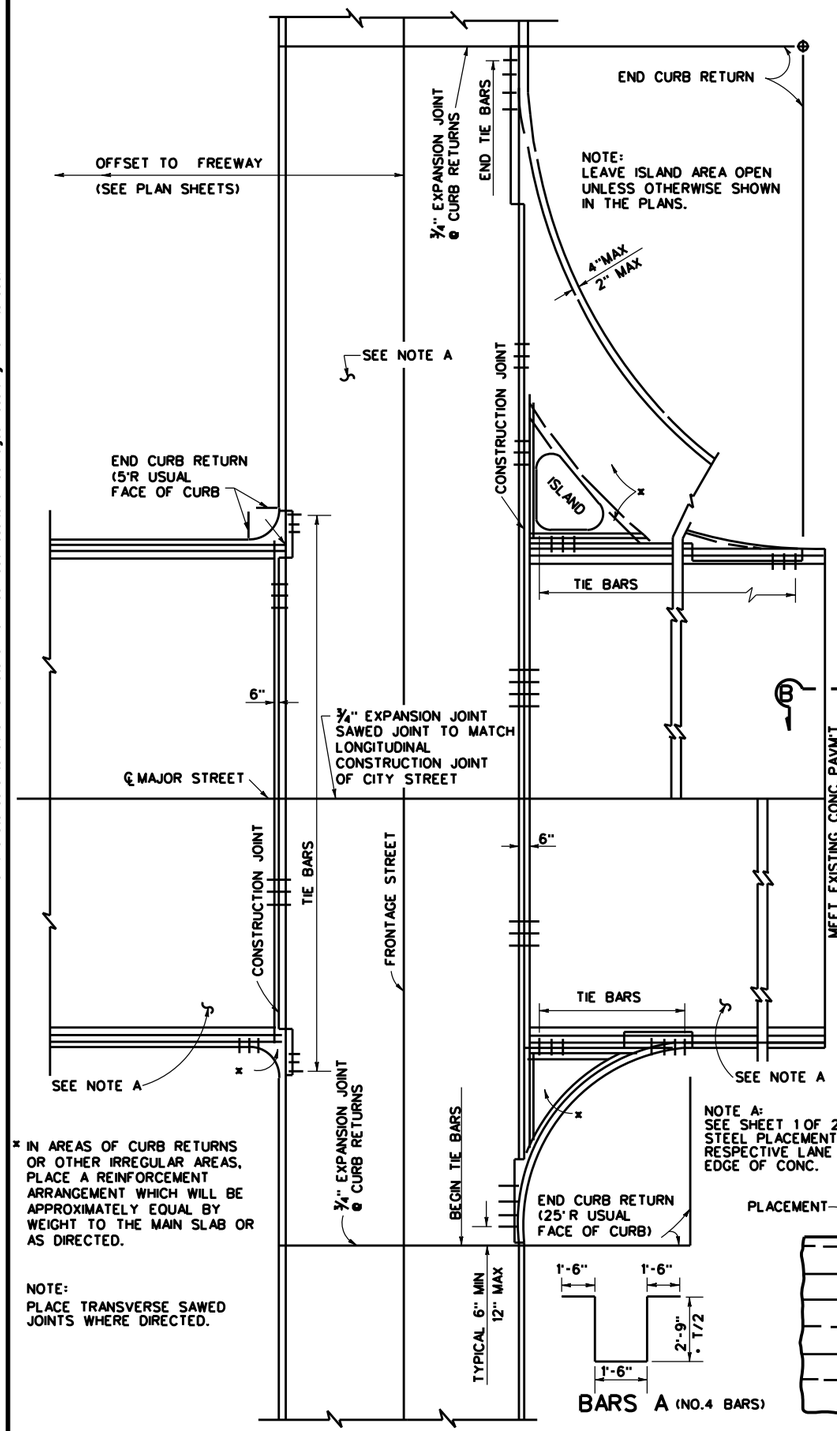
(FOR PAVEMENT THICKNESS 10 INCHES OR LESS)

JRCP-25 (HOU)

FILE: JRCP-25 (HOU).dgn	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
©TxDOT February 2025	CONT	SECT	JOB	HIGHWAY
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02-25: 2024 Spec Updates	DIST	COUNTY		SHEET NO.
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FILE: (IFB 26-066/MR) Garth Road Reconstruction Phase 1

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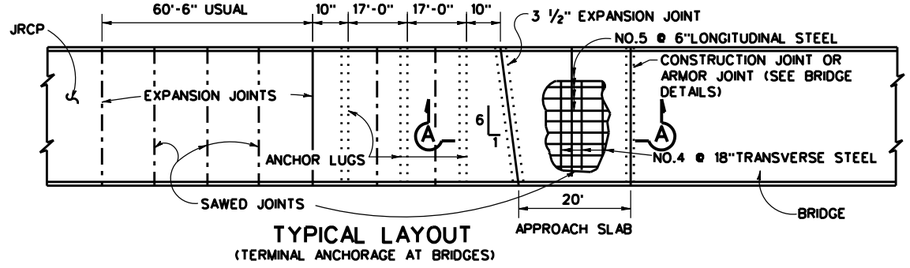


× IN AREAS OF CURB RETURNS OR OTHER IRREGULAR AREAS, PLACE A REINFORCEMENT ARRANGEMENT WHICH WILL BE APPROXIMATELY EQUAL BY WEIGHT TO THE MAIN SLAB OR AS DIRECTED.

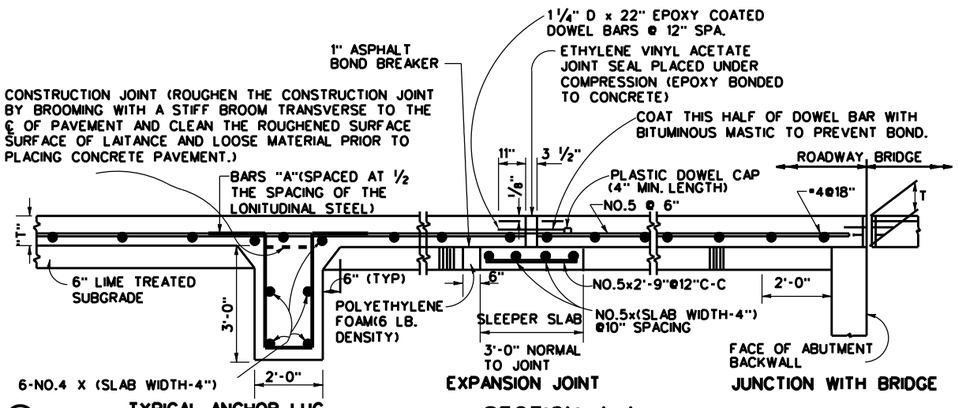
NOTE:
PLACE TRANSVERSE SAWED JOINTS WHERE DIRECTED.

BARS A (NO.4 BARS)

INTERSECTION OF MAJOR STREET WITH FRONTAGE STREET
TYPICAL REINFORCING PLAN

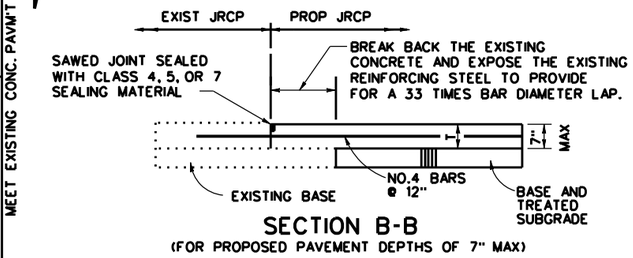


TYPICAL LAYOUT
(TERMINAL ANCHORAGE AT BRIDGES)



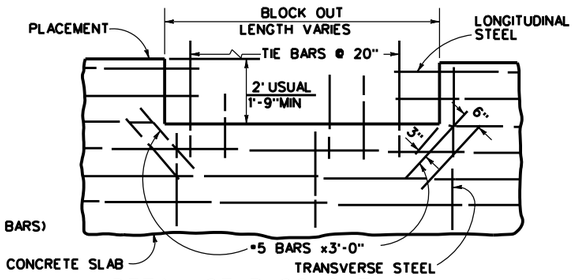
TYPICAL ANCHOR LUG | EXPANSION JOINT | JUNCTION WITH BRIDGE

SECTION A-A



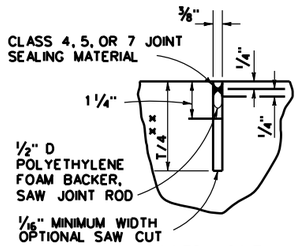
SECTION B-B
(FOR PROPOSED PAVEMENT DEPTHS OF 7" MAX)

REPLACE ANY BENT LONGITUDNIAL REINFORCING. IF THERE IS NOT SUFFICIENT EXPOSED REINFORCING TO PROVIDE A MINIMUM OF A 33 TIMES BAR DIAMETER LAP, REMOVE THE EXISTING PAVEMENT AND SUFFICIENTLY EXPOSE THE EXISTING REINFORCING TO PROVIDE A 33 TIMES BAR DIAMETER LAP. REPLACE ANY SHEAR BARS THAT ARE DISTURBED, BY DRILLING AND GROUTING AS REQUIRED BY NOTE •29. PERFORM THIS CORRECTIVE ACTION AT NO EXPENSE TO THE DEPARTMENT.



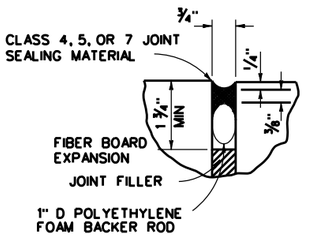
DETAIL OF BLOCKOUT

•OMIT TIE BARS @ INLET BLOCK-OUT



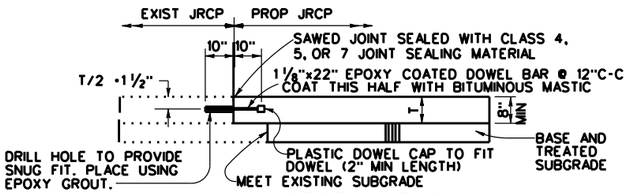
SAWED JOINT

×× IF SILICEOUS RIVER GRAVEL IS USED AS THE COARSE AGGREGATE, THIS DEPTH IS T/3.



EXPANSION JOINTS

JOINT SEALING DETAILS



SECTION B-B
(FOR PROPOSED PAVEMENT DEPTHS OF 8" MIN)

GENERAL NOTES (CONTINUED FROM SHEET 1 OF 2) 125

21. CONSTRUCT ANCHOR LUGS, EXPANSION JOINTS, AND SLEEPER SLABS AS DETAILED IN SECTION A-A. THESE WILL BE PAID FOR IN ACCORDANCE WITH ITEM, "CONCRETE PAVEMENT TERMINALS."
22. REINFORCING STEEL FOR TERMINAL ANCHOR SYSTEMS MAY BE GRADE 40 OR GRADE 60.
23. PLACE CONCRETE FOR ANCHOR LUGS AS SOON AS POSSIBLE AFTER COMPLETING EXCAVATION, TO PRESERVE THE INHERENT SOIL CHARACTERISTICS. EXCAVATING FOR AND PLACING CONCRETE FOR ANCHOR SYSTEM MAY BE IN PREFORMED SECTIONS CORRESPONDING TO THE WIDTH OF PAVING PLACEMENT.
24. APPLY A STEEL TROWEL FINISH TO SLEEPER SLABS AND AND COAT WITH AN ASPHALT BOND BREAKER.
25. THE DETAILS FOR ANCHORS, LUGS, EXPANSION JOINTS, AND SLEEPER SLABS ARE NOT APPLICABLE UNLESS SHOWN ELSEWHERE IN THE PLANS.
26. APPROACH SLAB WILL BE PAID FOR IN ACCORDANCE WITH THE ITEM "CONCRETE STRUCTURES."
27. WITHIN 5 MINUTES OF SAWING, COMPLETELY REMOVE THE RESULTING SLURRY FROM THE JOINT BY FLUSHING WITH HIGH PRESSURE WATER. THEN ALLOW THE JOINT TO DRY FOR A MINIMUM OF 48 HOURS BEFORE SANDBLASTING THE JOINT.
28. DO NOT SHEAR CUT DOWEL BARS.
29. SIZE ADDITIONAL SHEAR BARS AS LONGITUDIAL BARS AND SPACE THEM MIDWAY BETWEEN ALTERNATE LONGITUDINAL BARS ALONG THE TRANSVERSE CONSTRUCTION JOINT FORMED AT THE LEAVE-OUT.
30. IF THE CONCRETE DESIGN REQUIRES GREATER THAN 5.5 SACKS OF CEMENTITIOUS MATERIAL PER CUBIC YARD, WRITTEN APPROVAL BY THE AREA ENGINEER WILL BE REQUIRED. ENSURE CONCRETE PAVEMENT MIXES PLACED FROM APRIL 1 TO OCTOBER 31 CONTAIN A MINIMUM OF 25 PERCENT BY WEIGHT OF CLASS "F" FLY ASH.
31. IN LOCATIONS WHERE THE PLANS CALL FOR FAST TRACK CONCRETE PAVEMENT IN LIEU OF JRCP (LAID ON COMPACTED OR STABILIZED SUBGRADE), USE DETAILS IN THIS STANDARD IN CONJUNCTION WITH THE APPROPRIATE FAST TRACK CONCRETE SPECIFICATION. IF THE JRCP IS LAID UPON A BASE STRUCTURE, ADD 3" TO THE FAST TRACK PAVEMENT THICKNESS TO COMPENSATE FOR THE BASE.

SHEET 2 OF 2

Texas Department of Transportation | Houston District Standard

JOINTED REINFORCED CONCRETE PAVEMENT DETAILS
EXPANSION JOINT DESIGN
(FOR PAVEMENT THICKNESS 10 INCHES OR LESS)
JRCP-25 (HOU)

FILE: JRCP-25 (HOU).dgn	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
©TxDOT February 2025	CONT	SECT	JOB	HIGHWAY
REVISIONS				
02-25: 2024 Spec Updates	DIST			SHEET NO.
				23

DATE:
FILE: (IFB 26-066/MR) Garth Road Reconstruction Phase 1

October 07, 2026

Prepared by:
Trey Baker
Director, AEG Connect

On behalf of:
AEG Fuels
701 Waterford at Blue Lagoon, # 490, Miami, FL 33126

Prepared for:

JACK BROOKS REGIONAL AIRPORT

AEG CONNECT NETWORK
By AEG Fuels



701 Waterford at Blue Lagoon, # 490
Miami, FL 33126

October 07, 2026

Jack Brooks Regional Airport
Attn: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Dear Purchasing Department,
Thank you for the opportunity to present our **AEG Connect** proposal, designed to support the continued success and growth of Jack Brooks Regional Airport. Through the AEG Connect Network, our goal is to provide world-class operational resources, targeted marketing, and financial support to drive traffic, increase revenue, and strengthen your competitive position.

Proposed AEG Connect Partnership Offer Summary

- Contract Term: 3 years
- Payment Terms: 30 Days

Sales Support

- 150 sales professionals actively driving traffic to your FBO
- All sales and marketing efforts are powered by proprietary airport analytics, bringing greater visibility and actionable insights to give Jack Brooks Regional Airport a measurable competitive edge

Marketing Support

- Print, web, and digital advertising campaigns targeting new customers
- Cooperative advertising with $.005 earned per gallon
- Comprehensive branding package including signage, truck branding and promotional materials

Refueler Options

- 3,000-gallon: Jet A, $2,540 per month lease
- 5,000-gallon: Jet A, $2,650 per month lease
- 1,000 gallon Avgas, $1,410 per month lease
- Shipping, into-service, meter calibration at no cost

Software Support

- AEG will provide X-1FBO software including all set-up cost, go live training and monthly and annual costs giving Jack Brooks Regional Airport the opportunity to take advantage of world class FB Software

Safety & Quality Control

- Unlimited NATA Safety 1st training for FBO personnel
- AEG Connect Online Safety Officer (OSO) Program
- $50,000,000 Excess Products Liability Insurance

Our proposal is designed to promote recurring business and build a strong partnership focused on service, growth, and long-term value. Supported by a strong sales team and advanced analytics, we will work closely with Jack Brooks Regional Airport to identify and convert new opportunities that drive measurable results. Partnering with AEG will further distinguish Jack Brooks Regional Airport from other Airports by aligning with a supplier that actively drives business development and growth. Together, we can deliver sustained value and position Jack Brooks Regional Airport for long-term success. We're excited about the opportunity to move forward and look forward to discussing next steps.

Sincerely,
Trey Baker
Director, AEG Connect, AEG Fuels

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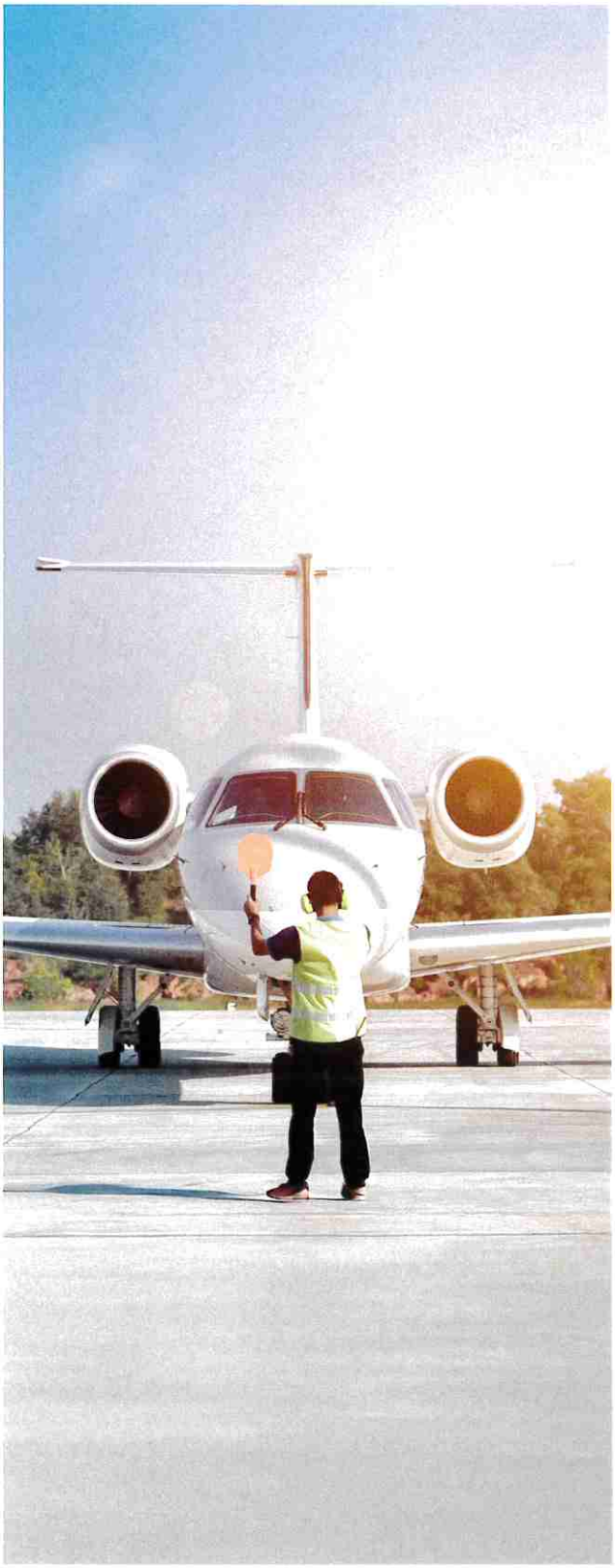
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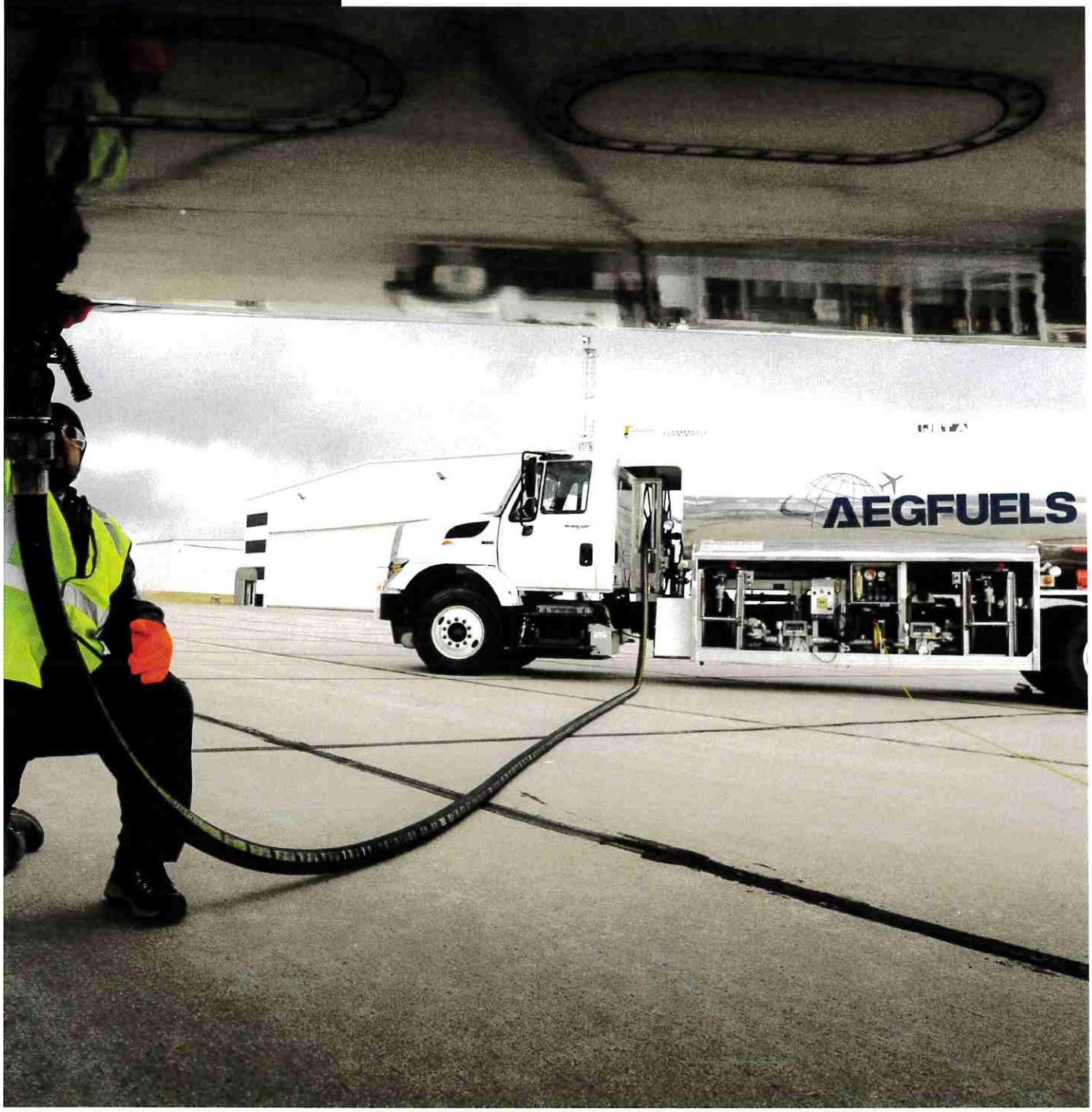
Appendix

RFP copy with specifications packet in its entirety with completed and signed forms



AEG CONNECT NETWORK
By AEG Fuels

About AEG



Our Story

AEG CONNECT NETWORK
By AEG Fuels

AEG by Numbers

3BN Gallons Sold Annually

42,000+ Aircraft Supported

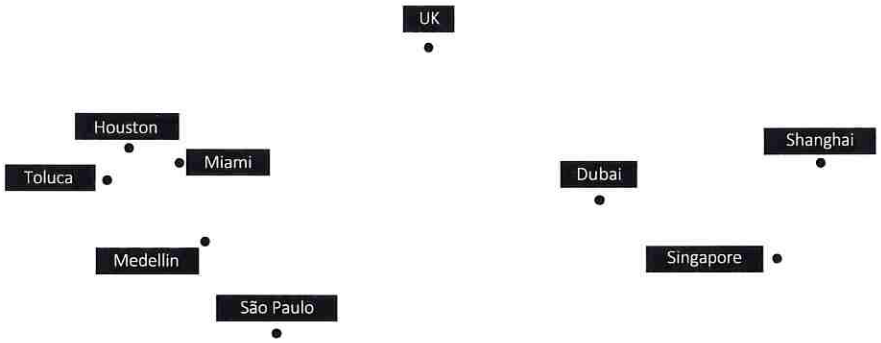
450+ Teammates

9 Offices Worldwide

Since its founding in 1988, AEG Fuels has grown into one of the world's leading independent marketers of jet fuel, logistics, and aviation services. Built to serve commercial, general, and government/military aviation, AEG delivers a comprehensive suite of fuel and support services required for every type of flight.

With this strong foundation, we created the AEG Connect Network, an exclusive alliance of premier FBOs recognized for world-class service, operational excellence, and competitive value. Our mission is to elevate the business aviation experience by uniting top FBOs with AEG's global customer base.

AEG Offices:



Global Network. Local Touch.

A network large enough to matter, small enough to care.



Your AEG Team

AEG CONNECT NETWORK
By AEG Fuels



Michael Clementi
President

Michael Clementi has been with AEG for seven years, overseeing risk management, airline credit, billing, and collections. His aviation career spans over 35 years, including leadership roles at World Fuel Services and British Petroleum.
C. +1.305.458.5813 - E. mclementi@aegfuels.com



Chris Clementi
Chief Executive Officer

Chris Clementi leads AEG's global expansion, strengthening supplier and customer partnerships, and guiding the sales force to success. His strategic leadership and expertise in international markets have driven significant growth and built a diverse, high-value customer portfolio.
C. + 1.954.600.3900 - E. cmc@aegfuels.com



Justin Clementi
Vice President of Operations

Justin Clementi oversees FBO Sales, Into-wing Dispatch, and Structured Lending Products at AEG. Before joining the company, he spent 10 years at PNC Bank, most recently as Head of Emerging Technology and Venture Banking. He holds a bachelor's degree in real estate from the University of Miami.
C. +1.512.585.1769 - E. jclementi@aegfuels.com



Trey Baker
Director, AEG Connect

Trey brings over 4 years of aviation fuel sales experience along with a strong background in FBO Sales, Charter, and management sales. As AEG's Aviation Fuel Representative, he delivers expert knowledge and dedicated service to help clients optimize their fueling needs. Trey's industry experience strengthens AEG Fuels' commitment to reliable, customer-focused solutions in aviation.
C. +1.817.217.8714 - E. tbaker@aegfuels.com



Claudia Firestone
Vice President Marketing

Claudia Firestone was Marketing Manager at Fontainebleau Aviation before working at AEG, specializing in FBO marketing. She now leads AEG's marketing strategy and brand growth. Claudia holds a B.A. and MBA from the University of Miami.
C. +1.239.645.0383 - E. cfirestone@aegfuels.com

Global Reach. Unified Purpose.

40+ Nationalities **20+** Languages

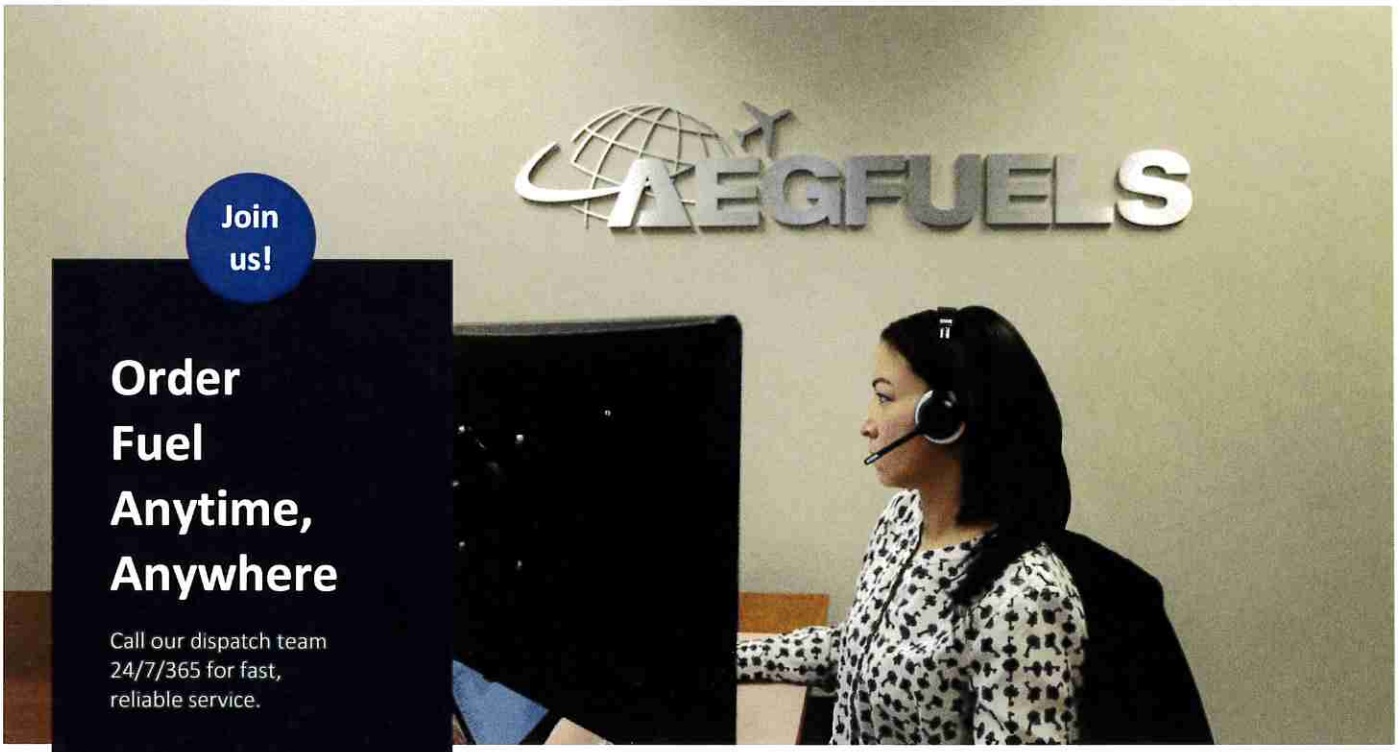
AEG CONNECT NETWORK
By AEG Fuels

Fuel Supply



Ordering & Delivery

AEG CONNECT NETWORK
By AEG Fuels



Join us!

Order Fuel Anytime, Anywhere

Call our dispatch team 24/7/365 for fast, reliable service.

At AEG Fuels, special circumstances are our specialty. From large-scale events to urgent, last-minute needs, our logistics experts deliver with precision, speed, and experience you can trust.

Supply Chain & Carrier Redundancies
100+ Carriers
95+ Supply Points
85+ Inventories

Uncompromised Quality
Avgas (ASTM D-910) and Jet A (ASTM D-1655), rigorously tested at every stage with full Certificate of Analysis (COA) traceability.

Fuel on Demand

Jet A and Avgas delivered 24/7, by call or online

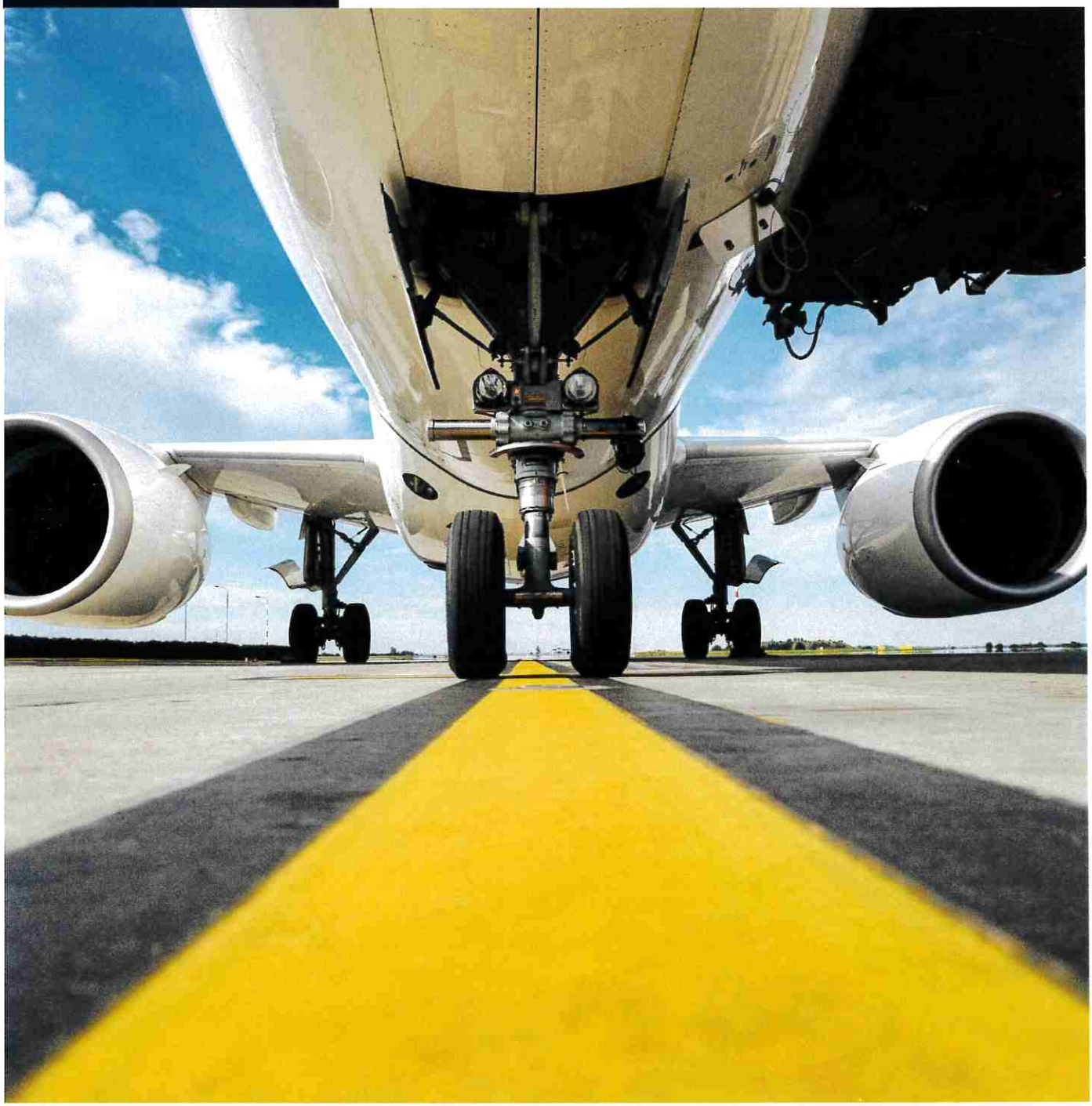
Delivery Time
Jet A: 24 Hours
Avgas: 24 Hours

24/7/365
Call or order online
+1.305.913.5253

Contact Us
fuelops@aegfuels.com

AEG CONNECT NETWORK
By AEG Fuels

Quality Control & Safety



Quality Control

AEG CONNECT NETWORK
By AEG Fuels

AEG is committed to the highest standards of fuel quality and safety through our four-pillar Product Quality Control Program, designed to give FBO partners the tools, training, and expert support they need.

Comprehensive Resources

Fuel Quality, Safety & Environmental Oversight and Fuel Handling Manuals provided at contract initiation.



Direct Support

Dedicated Quality Control Specialists available 24/7 for immediate assistance and remediation.

Expert Inspections

On-site audits and recurring tank system checks ensure compliance with federal, state, and local regulations.

Industry Leading

Advanced NATA Safety 1st curriculum, hands-on testing protocols, and monthly expert-led safety sessions.

50+ FBO Partners Supported
with ongoing QC programs.

24/7/365 Availability
for technical and quality support.

NATA Safety 1st Training
provided free of charge.

100% ASTM Compliant
with full traceability.



Jose Vera
Sr. Manager of Safety & Quality Control

Jose Vera is a U.S. Marine Corps veteran with over 20 years of experience in logistics, operations, and transportation safety. He specializes in aviation fuel, fleet management, and compliance, bringing a results-driven focus on safety and operational excellence to AEG Fuels.

C. 928.388.5465 - E. jvera@aegfuels.com

Safety Program

AEG CONNECT NETWORK
By AEG Fuels

At AEG Fuels, safety is at the core of everything we do. Through the AEG Connect Online Safety Officer (OSO) Program, every FBO in our network receives built-in access to expert-led safety resources designed to save time, enhance compliance, and keep safety top of mind.

Powered by: NATA POLARIS AERO



Expert Knowledge
Up-to-date guidance on regulations, standards, and best practices from leading FBO safety specialists.

Time-Saving Tools
Ready-to-use committee meeting materials and monthly safety promotion content.

Compliance Support
Covers Safety Management Systems (SMS) and IS-BAH fundamentals for certification readiness.

Live Training
Monthly one-hour hosted sessions with electronic safety materials provided.

OSO Platform Tools
Monthly checklists, industry safety alerts, and accident case studies.



Jose Vera
Sr. Manager of Safety & Quality Control

Jose Vera is a U.S. Marine Corps veteran with over 20 years of experience in logistics, operations, and transportation safety. He specializes in aviation fuel, fleet management, and compliance, bringing a results-driven focus on safety and operational excellence to AEG Fuels.
C. 928.388.5465 - E. jvera@aegfuels.com

AEG Promise

By combining knowledge and efficiency, the AEG Connect Safety Program empowers FBO managers to stay ahead on compliance, streamline safety initiatives, and foster a culture of safety across every operation.

AEG CONNECT NETWORK
By AEG Fuels

Equipment Solutions



AEG Equipment Leasing

AEG CONNECT NETWORK
By AEG Fuels

AEG Fuels offers flexible and cost-effective equipment leasing programs to help customers maintain efficiency, safety, and reliability, without the burden of large upfront investments. We work with leading OEMs to deliver uncompromised quality.

SkyMark Refuelers · RAMPMASTER Champion of Excellence · Victory GSE · GARSITE

Refueling Trucks
New, re-chassis, and refurbished models.

Fuel Farms & Mobile Refueling Units
Scalable infrastructure solutions for expanding operations.

Tugs, GPUs, Lav Carts, and More
Comprehensive support equipment for all ramp operations.



Air Start



Cargo Loader



GPU



Lav Cart



Tug Trucker



Water Cart

Program Highlights

Flexible Financing
Options including rental, straight lease, lease to own, volume-based leases, and direct purchases.

Cost-Effective Alternatives
Designed to improve operational scalability while preserving financial flexibility.

Expert Support
Backed by aviation professionals providing end-to-end equipment guidance and service.

Support. Should your needs require additional or replacement refuelers, AEG will work with your team to procure and deploy the appropriate type and number of units. Monthly lease pricing will be adjusted accordingly based on the units procured.

Warranty Program.

- Expressed manufacturer's warranty on chassis
- 2-year warranty on stainless steel (SS) product tank
- 1-year warranty on fueling system components

Replacement Program. In the event of extended maintenance or operational issues, AEG will coordinate prompt replacement with equivalent equipment to ensure uninterrupted fueling operations.

Preventative Maintenance Available. Warranty Coverage.

Your Refueler Fleet

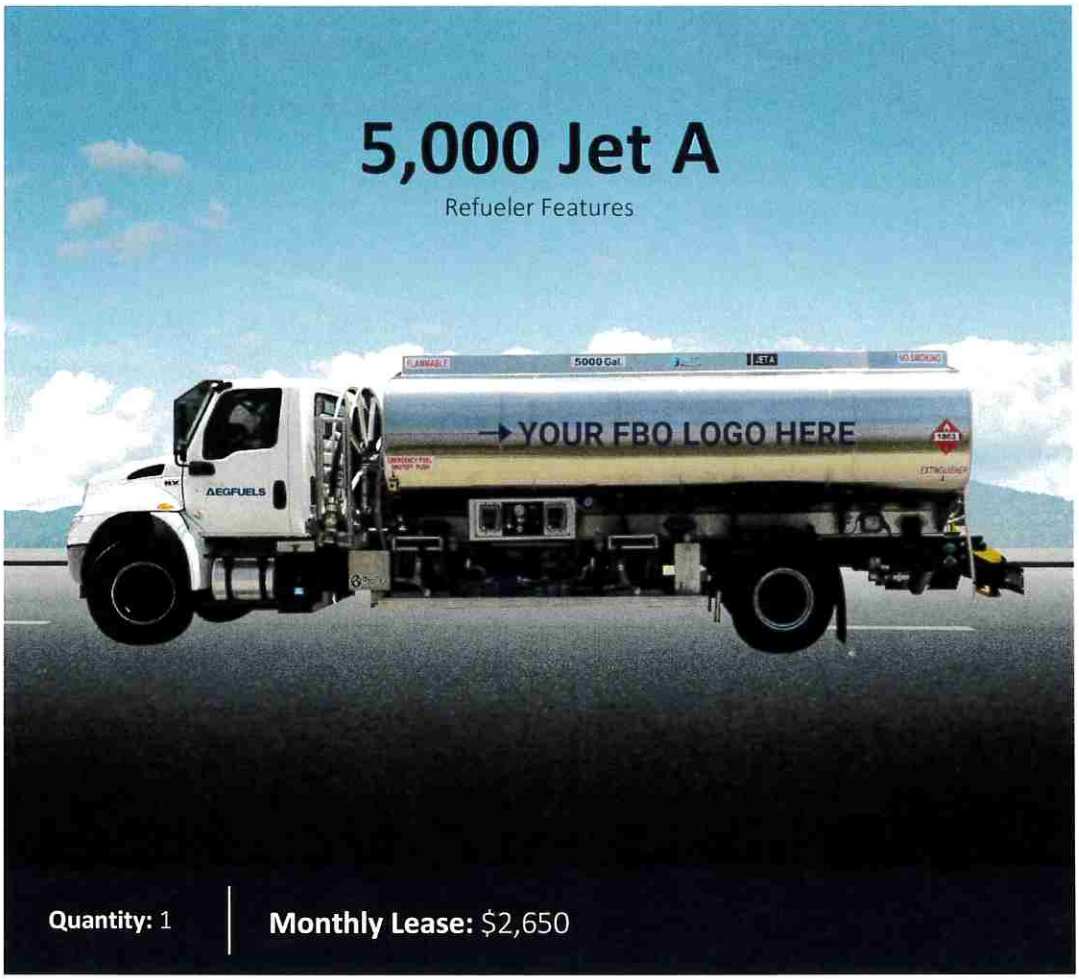


Chassis: New 2026 Ford F750 - Skymark	**Fuel Type:** Jet A
Tank: SS 3,000 Gallon Tank	**Compliance:** NFPA 407 / DOT 406
Register: TCS 3000 or LC IQ	**Flow Rate:** 300 GPM
Pump: Gormann Rupp	**Reels:** One Single Point / Two Overwing
High Level System: Scully IntelliCheck 3	**Filter:** Filter Separator with Air Eliminator
Modem: X1 Modem	**Additive Injector:** Single Gammon Prist Injector
Optional: Tool Box	**Optional:** Product Recovery Tank

For more information, see page #36

Your Refueler Fleet

AEG CONNECT NETWORK
By AEG Fuels

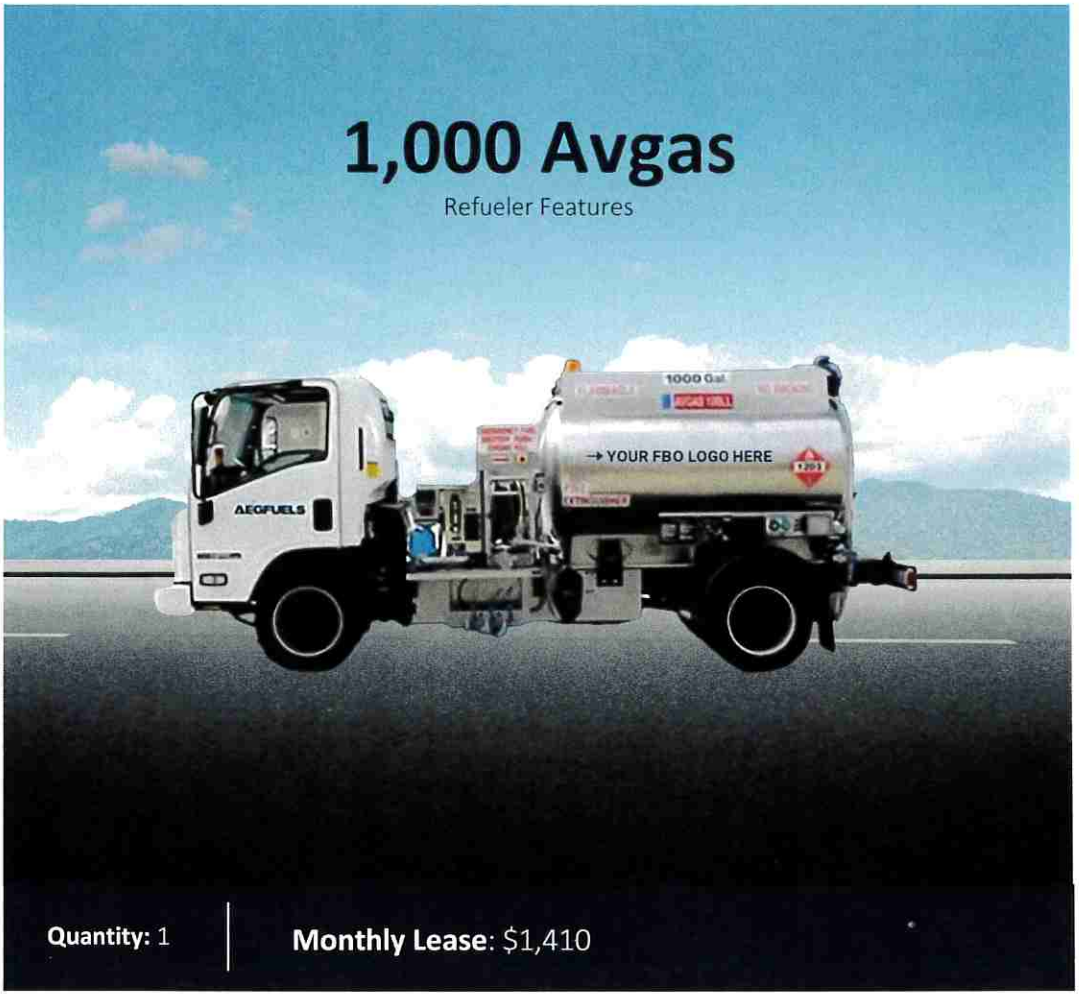


Chassis: 2025 Garsite	**Fuel Type:** Jet A
Tank: SS 5,000 Gallon Tank	**Compliance:** NFPA 385 / DOT 406
Register: TCS 3000 or LC IQ	**Flow Rate:** 20 GPM
Pump: GPI Electric Pump	**Bottom Load:** Primary/Secondary High Level
High Level System: Scully IntelliCheck 3	**Filter:** Single Canister
Modem: X1 Modem	**Optional:** Vapor Recovery

For more information, see page #36

Your Refueler Fleet

AEG CONNECT NETWORK
By AEG Fuels



Chassis: 2025 Garsite Rechassis	**Fuel Type:** Avgas
Tank: SS 1,000 Gallon Tank	**Compliance:** NFPA 385 / DOT 406
Register: TCS 3000 or LC IQ	**Flow Rate:** 20 GPM
Pump: GPI Electric Pump	**Bottom Load:** Primary/Secondary High Level
High Level System: Scully IntelliCheck 3	**Filter:** Single Canister
Modem: X1 Modem	**Optional:** Vapor Recovery

For more information, see page #37

AEG CONNECT NETWORK
By AEG Fuels

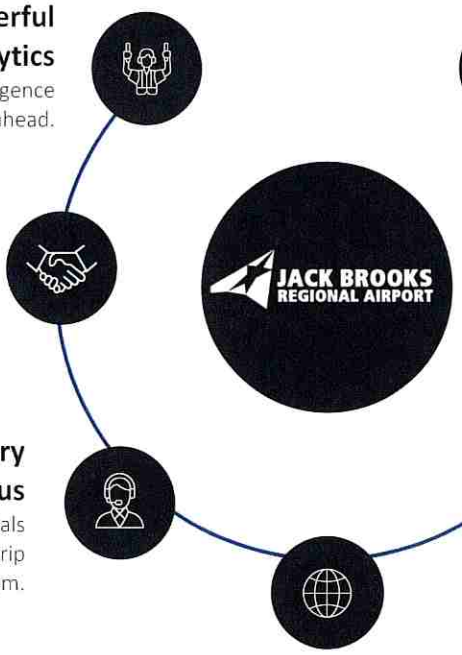
Customer Loyalty & Payment Programs



The AEG Promise

AEG CONNECT NETWORK
By AEG Fuels

AEG Connect isn't just fuel supply; it's your growth engine.



Unlock Powerful Airport Analytics
And market intelligence to stay ahead.

Financing for Equipment
& infrastructure to fuel your growth.

150+ Sales Professionals
Actively driving business to your FBO.

Flexible Partnership Opportunities
Events, personnel & promotions tailored to your goals.

Primary FBO Status
In major fuel portals and Jeppesen trip support system.

Comprehensive Marketing Support
To boost your visibility & keep you front of mind.

Access to Global Network
42,000+ aircraft including military, government, scheduled operators, special event charters, federal agencies, freight & cargo, corporate flight departments, and foreign emissaries.

With AEG Connect, your FBO doesn't just compete, it wins.

Select Connect FBOs see a 20% increase in annual volume.

AEG Business Intelligence

AEG CONNECT NETWORK
By AEG Fuels

From Observation to Opportunity

AEG's Business Intelligence team geofences airports, giving you visibility into tail-level flight details such as timing, origin, destination, and estimated uplift. With this information, FBOs can identify actionable patterns, like transient operators using a competitor's ramp. Cross-referencing this with heat and flow data reveals when and where this activity peaks, helping teams target conversions that drive measurable results.



The Competitive Edge in Every Insight

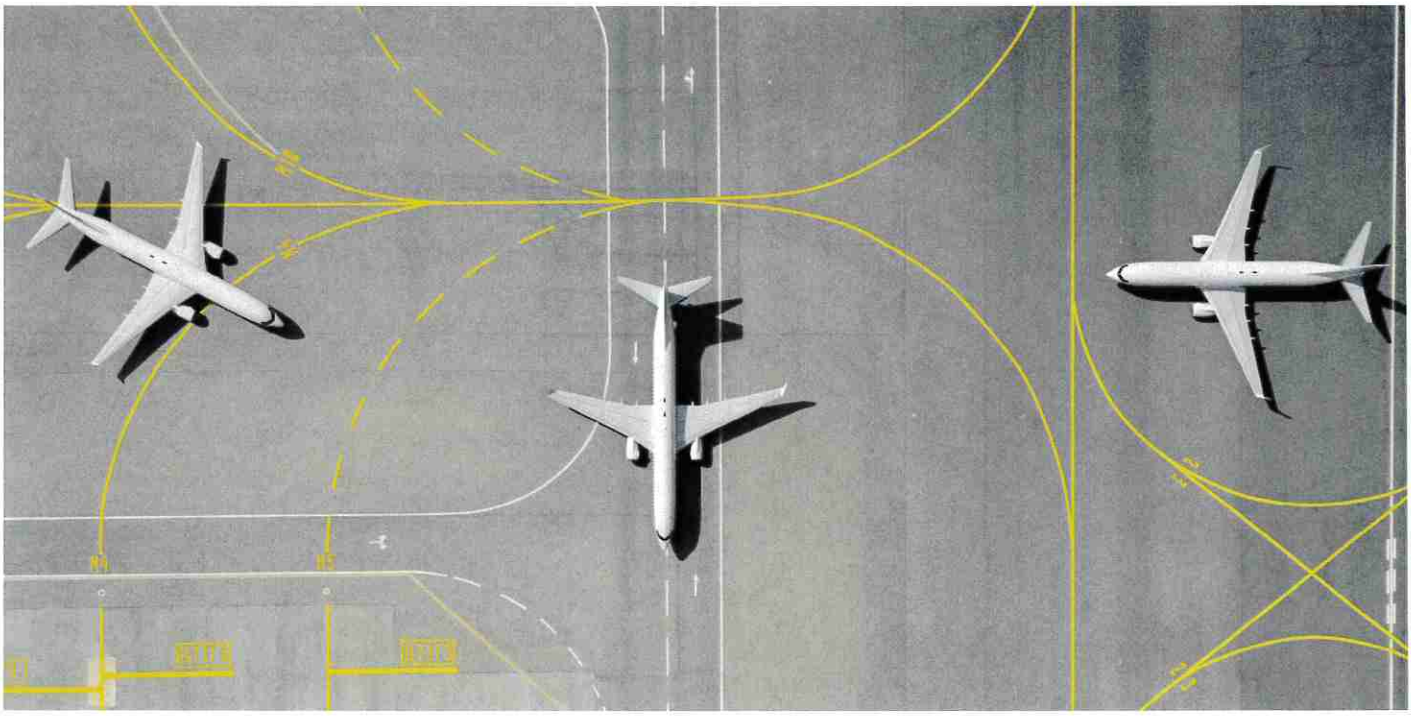
AEG Business Intelligence delivers a high-confidence layer of market visibility that helps FBOs:

- **Focus on**
  High-Value Operators
- **Maximize**
  Conversion and Retention Opportunities
- **Quantify**
  Performance Against Competitors

This is data with direction—insight that transforms observation into advantage.

AEG Business Intelligence

Precision data. Actionable insights. Competitive clarity.



Industry Leading Contract Fuel Program

AEG CONNECT NETWORK
By AEG Fuels

Delivering new traffic & customer loyalty to our Connect partners



AEG is the Industry leader in:

- International GA
- Military & Government
- Commercial Charter

Benefits to FBO

- AEG sales & marketing teams become an extension of you
- 0% processing + fast payments
- 42,000 + aircraft supported

Benefit to Aircraft Operators

- 24/7/365 support
- Exclusive savings through AEG purchasing power and tax exemption program
- Extended payment terms

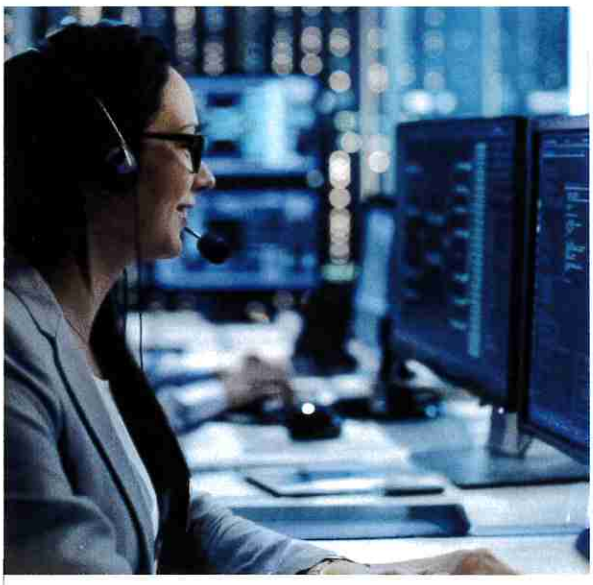
AEG Promise

For operators, the program means savings, convenience, and global consistency. For FBOs, it drives new traffic, customer loyalty, and competitive positioning in today's aviation marketplace.

AEG Trip Support: Driving FBO Traffic

AEG CONNECT NETWORK By AEG Fuels

AEG Trip Support does more than provide flight planning and fueling—it actively directs traffic to AEG Connect FBOs, creating measurable value for network members. Through integrated trip coordination, global operator relationships, and technology-driven solutions, AEG ensures that Connect FBOs are positioned as the preferred choice for operators worldwide.



POWERED BY JEPPESEN
A Boeing Company

Data-Driven Referrals

By analyzing operator trends and matching them to FBO capabilities, AEG proactively routes flights to Connect locations best suited for service.

Relationship Building

AEG serves as the liaison between operators and FBOs, fostering long-term business relationships that grow loyalty and repeat traffic.

Integrated Technology

Through partnerships like Boeing Jeppesen, Connect FBOs appear directly in trip planning platforms, increasing visibility during route and fuel selection.

Global Operator Network

With thousands of flight departments, charter operators, and corporate clients relying on AEG Trip Support, our team consistently highlights Connect FBOs as trusted, service-focused options.

Preferred FBO Placement

When operators use AEG Trip Support for routing and fueling, Connect FBOs are prioritized in planning tools, fueling recommendations, and booking systems.

By combining trip planning expertise, global reach, and operator trust, AEG Trip Support turns every planned journey into an opportunity for Connect FBOs to capture new business and strengthen customer relationships.



Carnet Card & Rewards Program

AEG CONNECT NETWORK
By AEG Fuels

AEG Carnet Card: 0% Processing for AEG Connect FBOs

The AEG Carnet Card simplifies payments for both operators and FBOs with fee-free processing and instant authorization for fuel and ground services, no preauthorization required. Accepted at 3,000+ airports worldwide, it eliminates merchant fees while ensuring fast, seamless transactions. Available as both a physical card and a virtual card via the AEG Mobile App, it provides unmatched convenience and global access.



AEG Rewards Program

The industry's most convenient loyalty program, AEG Rewards lets customers earn points redeemable for cash awards or charitable contributions. As an AEG Connect partner, you gain access to targeted promotions designed to boost traffic, sales, and loyalty, at no cost to your FBO.

Quick Sign-Up, Easy Rewards, Seamless for Your Operation

Register Online at aegrewards.com

Complete the Quick sign-up form

Start Earning and Redeeming rewards

AEG Contract Fuel Purchase

1 Gallon = 1 AEG Point

AEG Carnet Card Fuel Purchase

1 $ Trip Support = 1 AEG Point

AEG Flight Support Services

Point Value
1 AEG Point = $0.01

With the AEG Carnet Card and Rewards Program, your FBO gains more traffic, greater customer satisfaction, and stronger loyalty, all backed by AEG's trusted global network. **AEG will offer double AEG Rewards points at no additional cost throughout the term of the contract and for special events throughout the term.**

Card Processing Program

AEG's Credit Card Program enables the secure and efficient processing of credit card transactions through PCI-compliant payment channels. The program supports a comprehensive range of major credit cards, including Visa, MasterCard, American Express, Discover, AvCard, Multiservice, Government AIR Card. AEG's system integrates seamlessly with leading point-of-sale (POS) software platforms such as X-1, FBO Director, and TotalFBO, ensuring compatibility and streamlined operations across various environments. Funds are remitted via electronic funds transfer (EFT) in accordance with established payment timelines, providing transparent, reliable, and timely reconciliation processes.



Card Processing Rates

X-1 FBO

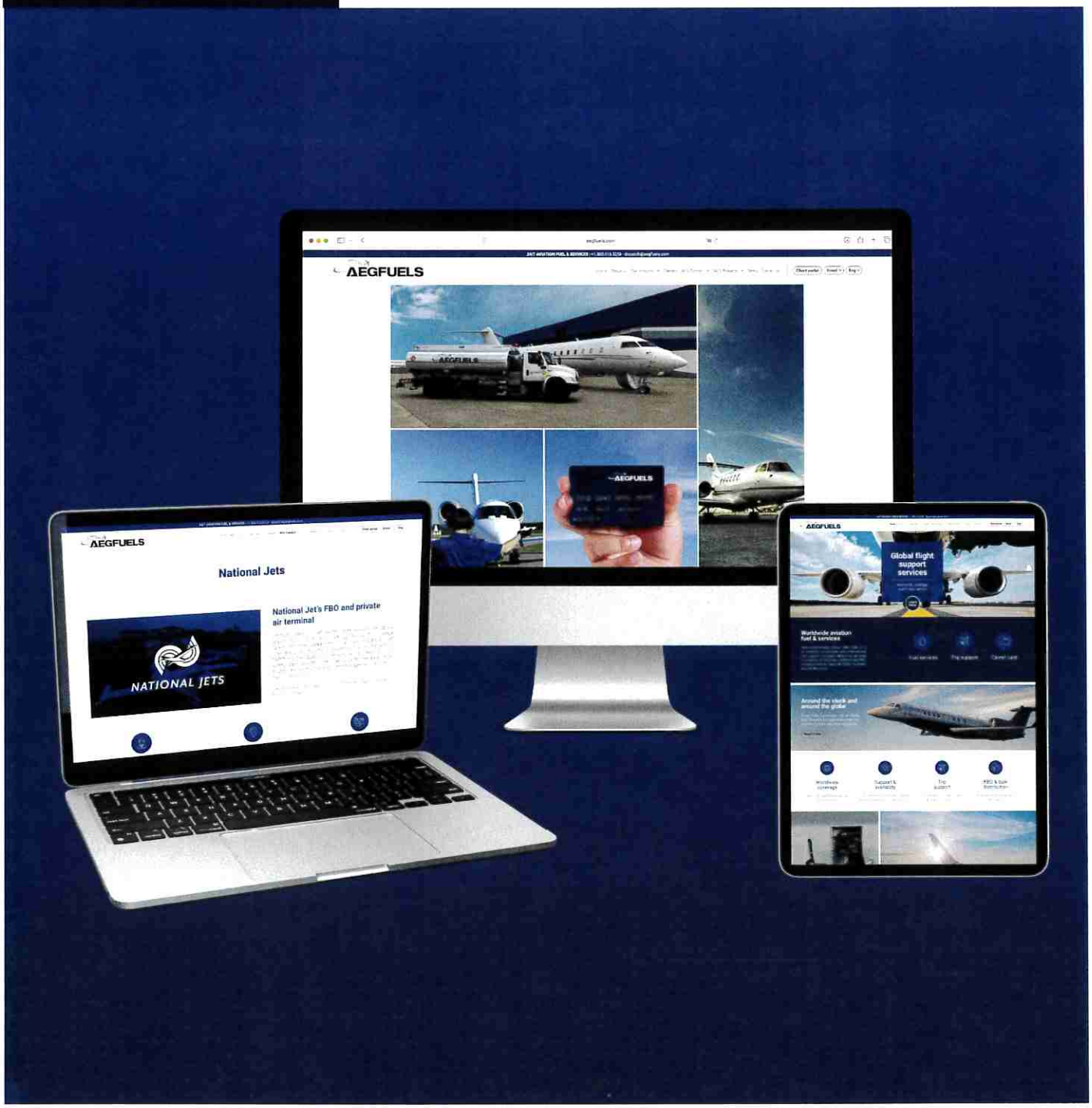
Credit Card	Qualified	Non Qualified	Days to Pay
AEG Carnet Card	0.00%	0.00%	5
VISA	2.35%	2.40%	1
Mastercard	2.45%	2.55%	1
Amex	2.55%	2.71%	1
Discover	2.20%	2.21%	1
AIR Card (retail)	3% to 4.50%	3% to 4.50%	3 to 21
AIR Card (contract)	0.00%	0.00%	per contract
AVCARD	2.90%	2.90%	2
Multi Service	3.50%	3.50%	2

AEG's Card Processing Program is compatible with all FBO point-of-sale systems and supports secure, PCI-compliant payment processing.

AEG is offering X-1 FBO with Fuel Management at no cost to Jack Brooks Regional Airport

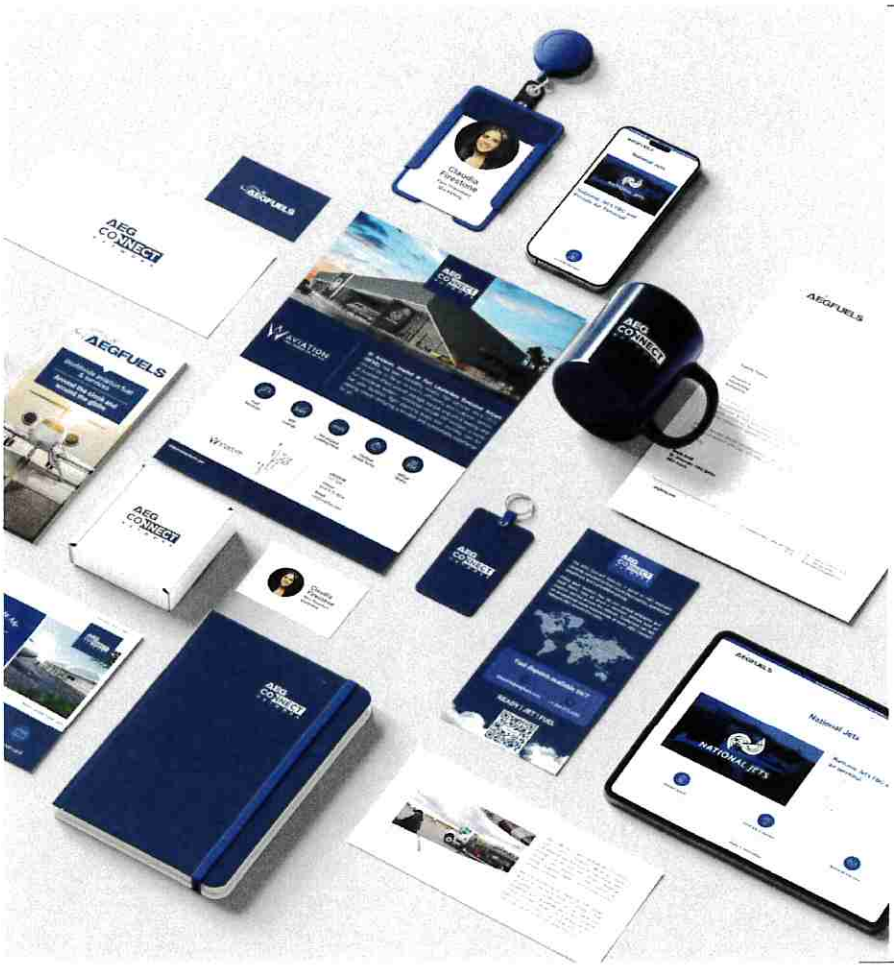
AEG CONNECT NETWORK
By AEG Fuels

Marketing & Visibility



New Connect FBO Onboarding Samples

AEG CONNECT NETWORK
By AEG Fuels



- Announcement Press Release
- Connect Network Website
- Online Ordering Platform
- Spotlight Feature on AEG's Social Media Channels
- Spotlight feature in Network quarterly newsletter
- Email Marketing Content + Data Mining
- Development of FBO yearly events strategy

AEG Connect puts the power of a global aviation marketing platform to work for your FBO, promoting your brand through leading industry publications, high-traffic aviation sites, and targeted digital strategies.

Global Visibility
Featured in top aviation outlets like Aviation International News, Professional Pilot, Business Aviation Magazine and more.

Digital Reach
Promotions on AirNav, Acukwik, FltPlan.com, and the AEG Fuels online ordering platform.

Exclusive Exposure
Press releases, social media spotlights, website features, quarterly newsletters, and monthly email campaigns.

Dedicated Experts
Aviation marketing professionals working on your behalf, at no cost.

Customized Plans
Tailored strategies including digital marketing, cooperative advertising, rewards programs, and full brand identification.

Trade publications
And digital media negotiation.

Marketing & Branding Package

AEG CONNECT NETWORK
By AEG Fuels

Global Recognition Local Impact

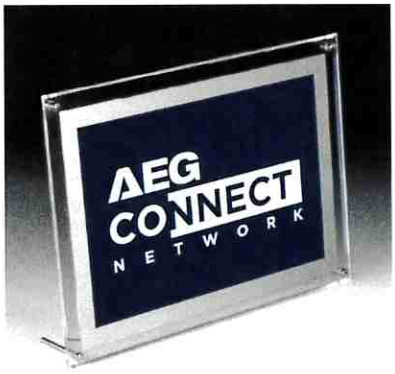
AEG puts the strength of a world-recognized aviation brand behind your facility, complete with no-cost branding support to boost your presence and reputation.



Outdoor Signage

Expertly designed and installed in collaboration with your team.





Equipment Branding

Decals for refuelers plus all required safety and compliance placards provided.

Counter Signage

Branded displays to promote AEG programs directly to your customers.



Promotional Materials

Offering resources to boost brand visibility and customer engagement. Our program includes a branded welcome package tailored with customer welcome mats, sticky notes, hats, and more.





Media Reach & Industry Engagement

AEG CONNECT NETWORK
By AEG Fuels



38K
Followers

Unmatched media reach, global recognition, and free marketing expertise Helping your FBO stand out in a competitive aviation marketplace.

Follow us:

100,000+
Aviation Professionals Reached Annually

50+
Industry Publications & Media Outlets

3,000+
Airports Within Our Global Network

24/7
Digital Exposure Across High-Traffic Platforms

$0 Cost
Access to AEG's In-House Marketing Experts

At AEG, we're committed to supporting special events and community initiatives that strengthen relationships, foster engagement, and uphold the highest standards in aviation worldwide.

Global Presence
Active members of IATA and JIG, ensuring alignment with international aviation standards.

Event Participation
Proud participation in NBAA BACE, NBAA SDC, NATA, IATA, LABACE, Air Ops, CBAA, ALTA, DLA Conference, Malta Aviation Conference and Expo, EBACE, Air Charter Expo and more, driving industry growth.

Exhibit Opportunities
AEG Connect partners are invited to co-exhibit with our team at key shows like NBAA Schedulers & Dispatchers, giving your FBO exposure alongside a global brand.

IATA · NBAA · SFBAA · STXBAA · IATA · JIG · GBAA · EBAA

70+
Global Industry Events Annually

25+
Major Aviation Associations Represented

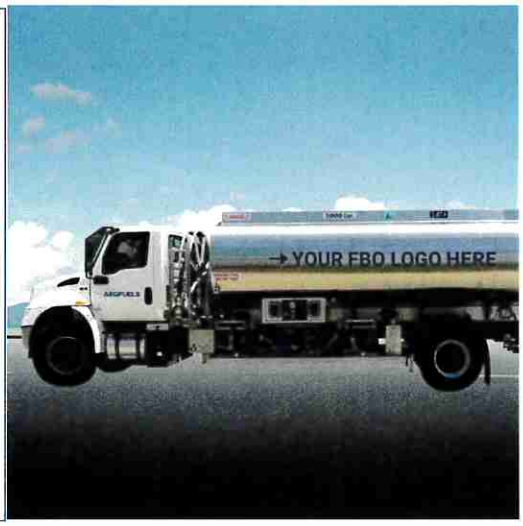
1
Powerful Network for Your FBO

Co-Op Program

AEG CONNECT NETWORK
By AEG Fuels

The AEG Co-Op Marketing Program is a value-added benefit for branded FBO partners, designed to offset local and regional advertising costs while boosting brand visibility across the aviation community.

Earn $.005 per gallon
on all gallons.



Flexible Use
Apply funds toward a wide range of marketing initiatives.



- **Web & Digital Advertising**
- **Trade Show Participation**
- **Print Media Campaigns**
- **Social Media Promotions**
- **Uniforms & Branded Promotional Items**
- **Signage, Displays & Facility Branding**

By reinvesting in your visibility, AEG helps you stretch your marketing dollars further, ensuring your FBO stands out locally, regionally, and across the global aviation network.

Trade Show Presence







AEG is proud to highlight our partnership by creating meaningful opportunities for engagement, innovation, and visibility within the aviation community.

As part of our commitment, we are excited to welcome Jack Brooks Regional Airport as a co-exhibitor at the NBAA Schedulers & Dispatchers Conference (SDC) for the term of the contract. Pricing to be determined on an annual basis to include the following:

Your Co-Exhibitor Package Includes

Floor space
Floor space.

Custom Graphic Design
Tailored to your FBO branding.

Full Booth Display Kit
10' customized setup.

Travel Assistance
Recommendations for convenient hotel accommodations.

Post-Show Debrief
Review expectations and align on your FBO's goals ahead of the event.

Targeted Email Campaigns
Engage past and current attendees with tailored messaging about your show participation.

AEG-Driven Visibility
Participation in traffic-building activities, plus promotional support at no additional cost.

Content and Collateral Creation
From tailored messaging and visuals to eye-catching materials aligned with your goals, our team helps you maximize impact and engagement at every event.

Promotional Support
Guidance on sourcing branded giveaways and event materials.

Social Media Spotlights
Promote your booth location and presence before, during, and after the event.

Together, we'll ensure Jack Brooks Regional Airport gains national exposure and enhanced industry presence at one of aviation's most influential events.

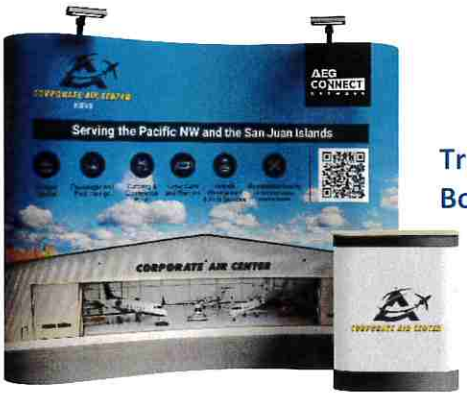
VELOCITY FBO NETWORK

"What sets AEG apart is their reliability and genuine willingness to help. No matter the situation, even beyond the usual scope the team is always ready to support us."

Tom Vallejo
General Manager Velocity FBO Group

Marketing Portfolio Sample

AEG CONNECT NETWORK
By AEG Fuels



Trade Show Booth



Email Marketing



Social Media



Digital Advertising



AEG CONNECT NETWORK
By AEG Fuels

Additional Resources



References

AEG CONNECT NETWORK By AEG Fuels

AEG's continued success in delivering competitive services depends solely on maintaining its reputation as an honest and trustworthy business partner. The company's Core Values are based on the commitment that AEG always strives to do what is right and will never accept less than excellence from its representatives. Herein are several references of our service and quality of work:

NATIONAL JETS



National Jets
Fort Lauderdale, Florida
Name: Robert Grant
Title: General Manager
Phone: 561.307.9452

STELLAR AVIATION



Stellar Aviation
Reno, Nevada
Name: Kristopher Whitehead
Title: Regional General Manager
Phone: 775.800.4244

GULF



Gulf Aviation
Harlingen, Texas
Name: Arleen Garza
Title: President
Phone: 956.423.7317

MILLION AIR



Million Air
Bozeman, Montana
Name: Gabriel Vaughn
Title: General Manager
Phone: 406.624.9990

FLYING TIGERS AVIATION



Flying Tigers
Chino, California
Name: Michael Thayer
Title: CEO
Phone: 909.606.3300

JET AVIATION



Jet Aviation
Teterboro, New Jersey
Name: Danny Larsen
Title: VP, Business Development and Real Estate
Phone: 513.708.6241

Testimonials



"AEG's customer support is exceptional. Their proactive, client-first approach ensures every inquiry is handled promptly and seamlessly. Their commitment to excellence and attention to detail make collaboration effortless, setting a high standard for what a true service partnership should be."

Geoff Heck
Aero Center

"From day one, AEG has proven to be an exceptional partner. Their team goes beyond fuel supply—offering insight, guidance, and hands-on support that have boosted both client volume and margins. Their personal engagement has elevated our operations and transformed the overall customer experience."

Danny Tallant
JetSet FBO

"AEG provides reliable fuel quality, consistent communication, and outstanding service. Their marketing expertise has helped us identify opportunities, execute targeted campaigns, and analyze performance with precision. The result is a partnership that delivers measurable value both financially and strategically."

Robert Grant
National Jets

"AEG Fuels consistently upholds the professionalism and operational excellence that align with Million Air's high standards. Their sales and marketing support have strengthened our visibility and brand impact, making AEG a trusted, results-driven partner across our network."

Jodie Kaluza
Million Air

Partner Offerings

AEG CONNECT NETWORK
By AEG Fuels

AEG has built strategic relationships with leading aviation partners, giving FBOs access to exclusive programs, services, and discounts that enhance efficiency, elevate service, and drive profitability.

Uniforms
Vestis, UniFirst.

Software Solutions
X1FBO, FlightBridge.

Fuel Management
AFSI

Trucks & Equipment
Garsite, SkyMark, Rampmasters, Beta Fueling.

Technologies
Fortbrand, Global De-Icers.

Fuel Farms & Equipment
American Environmental, Fuel Gard, Mascott, Aba-Con, Fuel Tech, Bassco, QT Pod, Madison Environmental.

Ground Support Equipment
TLD, Aero Specialties, Mercury GSE, Legacy Aviation, ITW, Tronair, JBT Aerotech, Textron GSE, Aero Servicios.

Safety & Training
NATA, Moylan Safety Services, Aviation Training Academy.

AEG Promise

Through these partnerships, AEG Connect delivers advanced tools, exclusive savings, and world-class expertise, helping FBOs streamline operations, improve customer experience, and strengthen their competitive edge.

X1FBO · TEXTRON GSE · POLARIS AERO · NATA · GARSITE

Save 15%
on Parts at Garsite!

AEG Connect customers receive an exclusive discount on all parts orders at **garsite.com**

Facet Filtration Group — Filter Elements	 Fueling Hoses
 Nozzles	GAMMON — QC Parts

Sustainability Initiatives

AEG CONNECT NETWORK
By AEG Fuels

AEG is committed to advancing environmental integrity in aviation through our Sustainable Aviation Fuel (SAF) and Carbon Offset Programs. These initiatives give FBOs and their customers the tools to reduce their carbon footprint, meet industry sustainability goals, and demonstrate leadership in responsible aviation.

Low-Carbon Alternative
SAF reduces greenhouse gas (GHG) emissions compared to conventional jet fuel.

Flexible Access
Order SAF directly into-wing or participate in our Book & Claim Program for immediate carbon-reduction benefits, even if SAF isn't physically available at your airport.

Trackable Impact
Customers can view SAF availability, purchase with ease, and monitor verified GHG reductions to measure progress toward environmental targets.





Balance Emissions
Through investments in certified, CORSIA-compliant carbon projects.

Every Credit
Represents a real, measurable reduction verified by trusted registries such as the American Carbon Registry (ACR).

Demonstrates a Clear
Commitment to carbon neutrality and sustainable growth.

AEG Connect FBOs that promote SAF and Carbon Offsets stand out as sustainability leaders, attracting eco-minded clients, elevating brand image, and helping shape a greener future for aviation.

Truck Specifications

AEG CONNECT NETWORK
By AEG Fuels

3,000 Jet A

Refueler Features

Chassis

- Ford F650 4x2 Gasoline Engine
- Automatic Transmission W/Hot-Shift PTO
- Exhaust Modified per NFPA 407
- Speed Limited at 25 MPH
- Heavy Duty Rear Bumper W/Foldable Ladder Brackets

Tank

- 3,000-Gallon Capacity
- 304 Stainless Steel #4 Finish Construction
- DOT 406 & NFPA 385 Compliance
- Rear Ladder & Roof Safety Line
- Mechanic Vent and Internal Valve
- Primary and Secondary High-Level Shutoff
- Scully Intellicheck 3 System
- (2) Drains W/Spring Return Valve

Fueling System – 300/100 GPM

- Electric Rewind Single-Wrap Hose Reel
- 2" x 50' MxM API Fueling Hose
- Underwing Nozzle W/45-PSI HECV
- (2) Electric Rewind Multi-Wrap Hose Reels
- (2) 1-1/4" x 50' MxM API Fueling Hoses
- (2) OPW Overwing Nozzles
- (2) TCS Meters W/TCS3000 Electronic Register Heads and Epson Electric Printer
- Facet FWS vessel w/water defense
- Fuel / Defuel
- Recirculation
- Pump W/ByPass Valve

(Optional)

- Recovery Tank 20 Gal
- Additive Injection System
- Thermal Compensation
- Cellular Modem Option
- Fire Suppression System in Engine Bay, Main Harness and Controls Box

Also Included

- Stainless-Steel Piping
- Stainless-Steel Brackets
- Stainless-Steel Tubing for Sense and Drain Lines
- Multiplex or PLC Control System
- Electric Emergency Shutoff Switches
- (2) 20Lb BC Fire Extinguishers W/Brackets
- Reverse Alarm
- NFPA 407 and Logo Decals
- Operation and Maintenance Manual

5,000 Jet A

Refueler Features

Chassis

- International HV607 SBA 4x2
- Automatic Transmission W/PTO
- Modify Exhaust
- Speed Limited at 25 MPH
- Heavy Duty Rear Bumper W/Foldable Ladder Bracket

Tank

- 5,000-Gallon Capacity
- 304 Stainless Steel #4 Finish Construction
- DOT 406 & NFPA 385 Compliance
- Rear Ladder & Roof Safety Line
- Pneumatic Vent and Internal Valve
- Primary and Secondary High-Level Shutoff
- Scully Intellicheck System Install W/Dual Socket
- Ultrasonic Level Sensor Tied to TCS3000
- (2) Drains W/Spring Return Valve

Fueling System – 300/100 GPM

- (1) Single Wrap Hose Reel W/Electric Rewind
- (1) Hose 2,5" x 50
- (1) Underwing Nozzle W/45PSI HECV
- (2) Multi Wrap Hose Reel
- (2) Hose 1,5" x 50
- (2) Overwing Nozzles
- (2) TCS Meter and Electronic Register

(Optional)

- Recovery Tank 20 Gal
- Additive Injection System
- Thermal Compensation

Also Included

- Stainless-Steel Piping
- Stainless-Steel Brackets
- Stainless-Steel Tubing for Sense and Drain Lines
- Multiplex or PLC Control System
- Electric Emergency Shutoff Switches
- (2) 20Lb BC Fire Extinguishers W/Brackets
- Reverse Alarm
- NFPA 407 and Logo Decals
- Operation and Maintenance Manual

Truck Specifications – Avgas options

AEG CONNECT NETWORK By AEG Fuels

1,000 Avgas

Refueler Features

- New Isuzu NPR HD chassis
- Gasoline engine
- Automatic transmission
- Fire suppression
- Heavy-duty rear bumper, master battery disconnect switch, rotating amber beacon light, stainless steel ladder brackets
- New 1,000-gallon stainless steel tank built in accordance with NFPA 385 and DOT 406
- Tank-top bi-line for fall protection
- New 40 GPM Blackmer dispensing pump with one multi-wrap overwing reel with electric rewind built in accordance with NFPA 407
- 1" x 50' API fueling hose with OPW 295SA-0135 overwing nozzle
- Dispensing system located in a module directly behind the driver's cabin fabricated from stainless steel
- Fillrite constant duty electric pump with activation switch on control panel
- Low-level float in tank
- Canister style vessel with constant bleed line and spring-loaded drain
- TCS 3000 electronic register head including cab-mounted Epson
- TMU-295 electronic ticket printer
- Cellular modem kit
- Bottom load system with primary and secondary high-level shutoff (mounted on driver's side of unit)
- Stub provided for future installation on passenger's side of unit Scully Intellicheck3 system per NFPA 407
- Stainless steel sense and drain lines
- Pump pressure gauge, Schultz differential pressure gauge with test valve, interlock system, master disconnect switch, emergency shutoff systems, static grounding reel, (2) 20lb fire extinguishers
- Chassis to be factory white, bare stainless-steel tank, Steel components painted one color, customer and NFPA 407 decal package applied
- Electronic operation and maintenance manual supplied
- Lockable weatherproof aluminum storage container
- Fold down ladder brackets and chock block holder
- Stage 1 vapor recovery
- Speed limiter

New 1,000 Avgas

Refueler Features

Chassis

- Isuzu NPR 4x2 Gasoline Engine
- Automatic Transmission
- Heat Shield Installed Above Exhaust
- Heavy Duty Rear Bumper
- Battery System W/2nd Battery Added
- Fire Suppression System

Tank

- 1,000-Gallon Capacity
- 304 Stainless Steel #4 Finish Construction
- NFPA 385 and DOT 406 Compliance
- Rear Ladder and Tank Bi-Line Fall Protection
- Mechanic Vent and Internal Valve
- Bottom Load W/Primary and Secondary High-Level Shutoff
- Scully Intellichek 3 System W/Duocept Socket
- (2) Drains W/Spring Return Valve
- Low- Level Float in Tank

Fueling System – 20 GPM (76 LPM)

Multi-Wrap Overwing Reel W/Electric Rewind

- 1" x 50 API Fueling Hose W/OPW 295SA-0135 Overwing Nozzle
- Electric Pump Rated at 25GPM W/Activation Switch on Control Panel
- Canister Style Vessel W/Constant Bleed Line and Spring - Loaded Drain
- API 1583 Water Absorbing Cartridge
- TCS Meter W/Veeder Root Mechanical Register Head

(Optional)

- Diesel Engine Chassis
- Ford Conventional Chassis - Diesel or Gasoline Option
- TCS 3000 Electronic Register
- TCS Cellular Modem Kit
- TMU- 295 Epson Electronic Ticket Printer
- Ultrasonic Level Sensor Tied to TCS3000
- Cold Weather Package
- Backup Camera System W/Digital Display

Also Included

- Stainless-Steel Piping
- Stainless-Steel Brackets
- Stainless-Steel Tubing for Sense and Drain Lines
- Brake Interlock System
- Electric Emergency Shutoff Switches
- (2) 20Lb BC Fire Extinguishers W/Brackets
- Weather-Proof Aluminum Toolbox
- Reverse Alarm
- NFPA 407 and Logo Decals
- Operation and Maintenance Manual

Selected FBOs in the Connect Network

AEG CONNECT NETWORK
By AEG Fuels

VELOCITY

JETSET FBO

MILLION AIR

NATIONAL JETS

AEROCENTER TALLAHASSEE

GANDER AVIATION

GULF

MAVEN BY MIDFIELD

SKYPLACE FBO

CORPORATE AIR CENTER

BOSTON EXECUTIVE

AVIATION YOUR PREMIER FBO AT KFXE

Riverside Jet Center

STELLAR AVIATION

EMBASSAIR

AVCAIR

TAM AVIAÇÃO EXECUTIVA

Iceland Jet Center

Executive Air Services

DELTA COUNTY AIRPORT ESCANABA, MI

Global Trek Aviation

AVIATION ETCETERA

BURNS MUNICIPAL AIRPORT

Helicol

AEG CONNECT NETWORK
By AEG Fuels

Appendix



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

September 1, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 26-055/CG) Term Contract for Aviation Fuel for Jack Brooks Regional Airport.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and to (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 Purchasing Department (1st Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Aviation Fuel for Jack Brooks Regional Airport**
BID NUMBER:	**(IFB 26-055/CG)**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, October 7, 2026**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffersoncountytx.gov.

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

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

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

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
The Examiner:
September 3, 2026 & September 10, 2026

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BID SUBMISSIONS: One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet in its entirety. Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda. Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/
Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications and plans revised as of July 27, 2026.

1. BIDDING.

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

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

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

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

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

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

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

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

1.9 DESCRIPTIONS.
Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications

is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery,"

and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract, are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

Under the "Hazardous Communications Act," commonly 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 receiving 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 pursuant to Texas Government Code §2251.022.

3.4 FUNDING.

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral

statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERIMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions <u>may not</u> be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within **90** days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during

non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

posted on the Purchasing web page at https://jeffersoncountytx.gov/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

with the submitted offer.

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

20. DEFINITIONS.

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. SMALL, MINORITY, WOMEN BUSINESS ENTERPRISE, VETHUB, DBE & ACDBE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small Business Concerns (HUBZone), Minority (MBE), women-owned (WBE) businesses, Veteran Heroes United in Business (VetHUB), Disadvantaged Business Enterprise (DBE) & Airport Concession Disadvantaged Business Enterprise (ACDBE) in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550 B
Dallas, TX 75247
214-920-2436
Website: www.mbda.gov/business-center/dallas-mbda-business-center
Email: admin1@mbdadallas.com

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: https://www.mbda.gov/zh-hans/business-center/el-paso-mbda-business-center
Email: treed@ephcc.org

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324 B
San Antonio, TX 78207
210-458-2480
Website: https://www.mbda.gov/zh-hans/business-center/san-antonio-mbda-business-center
Email: Jacqueline.jackson@utsa.edu

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):
Website: https://www.sba.gov/local-assistance

Dallas/Fort Worth District Office
150 West Parkway, Ste. 130
Euless, TX 76040
817-684-5500
Website: https://www.sba.gov/district/dallas-fort-worth
Email: dfwdo.email@sba.gov

El Paso District Office
211 N. Florence St, Ste. 201
El Paso, TX 79901
915-834-4600
Website: https://www.sba.gov/district/el-paso
Email: lee.vega@sba.gov

Houston District Office
8701 S. Gessner Dr, Ste. 1200
Houston, TX 77074
713-773-6500
Website: https://www.sba.gov/district/houston
Email: houston@sba.gov

Lower Rio Grande Valley District Office
2422 E. Tyler Ave, Suite E
Harlingen, TX 78550
956-427-8533
Website: https://www.sba.gov/district/lower-rio-grande-valley
Email: lrgvdo.email@sba.gov

San Antonio District Office
615 E. Houston St, Ste 298
San Antonio, TX 78205
210-403-5900
Website: https://www.sba.gov/district/san-antonio
Email: sado.email@sba.gov

West Texas District Office
1205 Texas Ave, Room 408
Lubbock, TX 79401
806-472-7462
Website: https://www.sba.gov/district/west-texas
Email: lubdo@sba.gov

VetHUB certification information can be found at:

Statewide Procurement Division VetHUB Program
P.O. Box 13186
Austin, TX 78711
512-463-5872
Website: https://comptroller.texas.gov/purchasing/vendor/hub
Email: vethubprogram@cpa.texas.gov

HUBZone small business concern certification information can be found at:

U.S. Small Business Administration
409 3rd St., SW
Washington, DC 20416
866-722-4357
Website: https://www.sba.gov/federal-contracting/contracting-assistance-programs

Email: certifications@sba.gov

DBE & ACDBE certification information can be found at:

Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701
512-416-4700
Website: https://txdot.txdotcms.com
Email: civilrights@txdot.gov

PROPOSER: INSERT HUBZone SBE, VetHUB, MBE, WBE, DBE or ACDBE Certification behind this page.

N/A

SECTION 2: FEDERALLY MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.318-327 & §200.327 APPENDIX II TO 2 CFR §200 & THE FEDERAL AVIATION ADMINISTRATION

The following are Federally mandated contract provisions for Non-Federal Entity (NFE) Contracts with contractors/vendors that may arise from this offer if funded under Federal Awards, as applicable. All contracts shall be in accordance with the current version of Mandated Contract Provisions at time of procurement, as applicable.

During the performance of this contract, the bidder/proposer agrees as follows:

A. Contracts for more than the simplified acquisition threshold ($350,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Breach of Contract - Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Jefferson County will provide contractor written notice that describes the nature of the breach and corrective actions the contractor must undertake in order to avoid termination of the contract. Jefferson County reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Jefferson County elects to terminate the contract. Jefferson County's notice will identify a specific date by which the contractor must correct the breach. Jefferson County may proceed with termination of the contract if the contractor fails to correct the breach by deadline indicated in Jefferson County's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Termination for Convenience:

Jefferson County may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Jefferson County. Upon receipt of a written notice of termination, except as explicitly directed by Jefferson County, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to Jefferson County all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.

6. Take action as directed by the owner to protect and preserve property and work related to this contract that Jefferson County will take possession.

Jefferson County agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), as amended by Executive Order 14173, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Complete Civil Rights Compliance Form in these specifications.

D. Civil Rights – Title VI Assurance: Jefferson County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations

under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.) prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. Davis-Bacon Act

As amended (40 U.S.C. 3141-3148). Prime construction contracts in excess of $2,000 are in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. All suspected or reported violations will be reported to the Federal awarding agency by Jefferson County. The following is the current prevailing wage determination issued by the Department of Labor at time of solicitation:

F. Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3,

Applicable or all prime construction contracts above $2,000 and when the Davis-Bacon Act also applies, for all contracts and subcontracts. The Copeland "Anti-Kickback" Act clause is not federally required for procurements under FEMA's PA or HMA Programs.

"Compliance with the Copeland "Anti-Kickback" Act.

1) Contractor. The Contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Entity providing funding may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

G. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

"Compliance with the Contract Work Hours and Safety Standards Act" in accordance with 29 CFR §5.5 (b)(1)-(5).

1) ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

3) ***Withholding for unpaid wages and liquidated damages*** —
   i. ***Withholding process.*** The Federal agency providing funding or Jefferson County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
   ii. ***Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
      (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
      (B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
(D) A contractor's assignee(s);
(E) A contractor's successor(s); or
(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5) ***Anti-retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
   i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
   ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
   iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
   iv. Informing any other person about their rights under CWHSSA or this part.

"Further Compliance with the Contract Work Hours and Safety Standards Act" in accordance with 29 CFR §5.5 (c) for any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR § 5.1

1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.
2) Records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of Jefferson County, the Department of Homeland Security, the Federal Entity providing funding and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

H. Rights to Inventions Made Under a Contract or Agreement.

1) If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
2) The vendor/contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f), Rights to Inventions).

I. Clean Air Act (42 U.S.C. 7401-7671q.) **and the Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended for all contract amounts in excess of $150,000.

1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* and pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et. Seq.*
2) The contractor agrees to report each violation to Jefferson County and understands and agrees that Jefferson County will, in turn, report each violation as required to assure notification to the Federal Entity from which Jefferson County has received a Federal Award, and the appropriate Environmental Protection Agency Regional Office.
3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by a Federal Entity.

J. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award pursuant to (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Complete Debarment/Suspension Certification Form in these specifications.

K. Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352) Contractors must sign and submit certification to Jefferson County with each bid or offer exceeding $100,000. Complete Byrd Anti-Lobbying Certification Form in these specifications.

L. Procurement of recovered materials. 2 CFR § 200.323. 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.

1) Competitively within a timeframe providing for compliance with the contract performance schedule;
2) Meeting contract performance requirements; or
3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA (www.epa.gov). The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

M. Prohibition on certain telecommunications and video surveillance equipment or services. 2 CFR § 200.216. As of November 12, 2020, all Federally funded project recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all Federally-funded contracts and subcontracts, including any purchase orders.

1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause
2) Prohibitions.
    a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
    b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Agency to:
        i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
        ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
        iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
        iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
    c. Exceptions.
        i. This clause does not prohibit contractors from providing
            1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide.
            2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
        ii. By necessary implication and regulation, the prohibitions also do not apply to:
            1. Covered telecommunications equipment or services that:
                a. Are not used as a substantial or essential component of any system; and
                b. Are not used as critical technology of any system.
            2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
    d. Reporting requirement.
        i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(ii) of this clause to the recipient or

subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

N. Prohibition of Covered Unmanned Aircraft Systems (UAS): The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

O. Domestic preferences for procurements. 2 CFR § 200.322.

1) The contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
2) For purposes of this section:
   a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

P. Buy American Preferences for Infrastructure Projects

"Build America, Buy America Act (BABAA) 2 CFR part 184. Complete Build America, Buy America Act (BABAA) Certification Form in these specifications.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to Jefferson County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the funding Federal Agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the funding Federal Agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to the funding Federal Agency.

Q. Occupational Safety and Health Act of 1970 - All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

R. Seismic Safety - The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

S. Access to Records and Reports - The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide Jefferson County, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

T. Federal Fair Labor Standards Act (Federal Minimum Wage) - All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

U. Trade Restriction Certification - By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR .

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to Jefferson County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through Jefferson County cancellation of the contract or subcontract for default at no cost to Jefferson County or the FAA.

V. Veteran's Preference - In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

W. Tax Delinquency and Felony Convictions - The Contractor shall be required to complete the certification regarding tax delinquency and felony convictions included in these contract documents.

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

X. Prohibition of Segregated Facilities –

1. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract
2. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
3. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

Y. Distracted Driving - In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, Jefferson County encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

Z. Procurement of Recovered Materials - Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or,
2. The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement- guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

1. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
2. Fails to meet reasonable contract performance requirements; or
3. Is only available at an unreasonable price.

AA. Disadvantaged Business Enterprise - The Contractor, subrecipient or subcontractor shall not discriminate on the basis of social or economic status in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53)

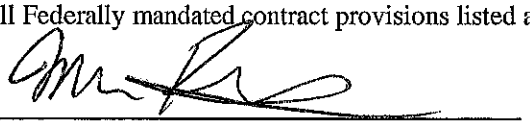
The prime contractor must not terminate a DBE subcontractor listed in bid without prior written consent of Jefferson County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from Jefferson County. Unless Jefferson County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Jefferson County may provide such written consent only if Jefferson County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.Before transmitting to Jefferson County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Jefferson County, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Jefferson County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Jefferson County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Jefferson County may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

The Contractor Associated Energy Group LLC certifies or affirms the agreement and compliance will all Federally mandated contract provisions listed above in Section 2 where applicable.



Signature of Contractor's Authorized Official

Marc Ramthun, Vice President of General Aviation

Name and Title of Contractor's Authorized Official

1 OCT 2026

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause) as amended by Executive Order 14173

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

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

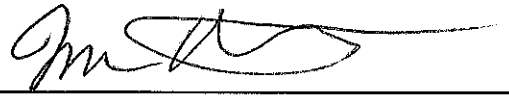
Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the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

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

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

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.



Signature of Contractor's Authorized Official

Marc Ramthun, Vice President of General Aviation

Name and Title of Contractor's Authorized Official

1 OCT 2026

Date

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

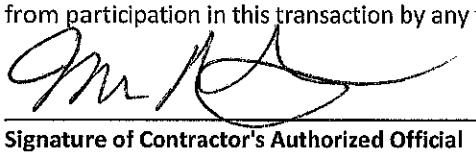
DEBARMENT/SUSPENSION CERTIFICATION

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

1. The bidder/proposer certifies, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 and 12689. The term "principal" is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the contractor. The contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

2. The bidder/proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

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



Signature of Contractor's Authorized Official

Marc Ramthun, Vice President General Aviation

Name and Title of Contractor's Authorized Official

1 OCT 2026

Date

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

BYRD ANTI-LOBBYING CERTIFICATION

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

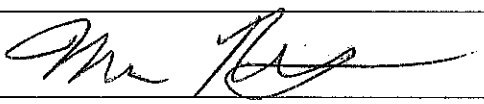
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

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



Signature of Contractor's Authorized Official

Marc Ramthun, Vice President General Aviation

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

1 OCT 2026

Date

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

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 2050

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

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

Name and Address of Reporting Entity:	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime:
_____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	Associated Energy Group, LLC 701 Waterford Way, Suite 490 Miami, FL 33126 Prime: N/A **Congressional District, if known:**
Federal Department/Agency: N/A	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: N/A
Federal Action Number, *if known:* IFB 26-055/CG	**9. Award Amount,** *if known:* $ N/A
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):* N/A	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**  **Print Name:** Marc Ramthun **Title:** Vice President of General Aviation **Telephone No.:** 505.264.4765 **Date:** 10CT 2024
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

BUILD AMERICA, BUY AMERICA ACT (BABAA) CERTIFICATION

"The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the IFB 26-055/CG project that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with Federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

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

Signature of Contractor's Authorized Official

Marc Ramthun, Vice President General Aviation

Name and Title of Contractor's Authorized Official

10 OCT 2026

Date

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/

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

Bids must be submitted in complete original form by mail or messenger to the following address:
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

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

All submissions must be received by 11:00 am CT, Wednesday, October 7, 2026.

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

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

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

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

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

COUNTY HOLIDAYS (2026):

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

Submissions During Time of Inclement Weather, Disaster, or Emergency:

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Cindy Greene, Contract Specialist** at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at deb.clark@jeffersoncountytx.gov. The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, Monday, September 14, 2026.**

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

SAM.GOV®

ASSOCIATED ENERGY GROUP LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
DPKDZMTT5DW6	**1S4V4**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 21, 2027**	
Physical Address	Mailing Address	
701 Waterford WAY STE 490 **Miami, Florida 33126-2475** **United States**	**701 Waterford WAY** **Suite 490** **Miami, Florida 33126-2475** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Florida 27	**Texas / United States**	**http://www.aegfuels.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 22, 2026	**Jan 21, 2026**	**Jun 1, 2011**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 1988	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

No

Executive Compensation Details

Executive :

First Name:

Middle Initial:

Last Name:

Position Title:

Compensation Amount:

Executive :

First Name:

Middle Initial:

Last Name:

Position Title:

Compensation Amount:

Executive :

First Name:

Middle Initial:

Last Name:

Position Title:

Compensation Amount:

Executive :

First Name:

Middle Initial:

Last Name:

Position Title:

Compensation Amount:

Executive :

First Name:

Middle Initial:

Last Name:

Position Title:

Compensation Amount:

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Yes

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

No

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Limited Liability Company**

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0001	**9ZCA3**

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
C	*********89**	**(blank)**
Financial Institution	Account Number	
CITIBANK NA	*********71**	

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
3023233600	**(blank)**	**(blank)**
Fax		
(blank)		

Remittance Address

Precision Payment Solutions
5200 Blue Lagoon DR
Suite 600
Miami, Florida 33126
United States

EFT Indicator	CAGE Code
0000	**1S4V4**

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
C	*********48**	**(blank)**
Financial Institution	Account Number	
WELLS FARGO BANK, NA	*********87**	

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
8006691518	**miacredit@aegfuels.com**	**(blank)**
Fax		
(blank)		

Remittance Address

ASSOCIATED ENERGY GROUP
701 Waterford WAY, Suite 490
Miami, Florida 33126
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
*******0408**	**Applicable Federal Tax**	**ASSOCIATED ENERGY GROUP LLC**
Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2025	**Ceo**	**Jan 20 2026**
Address	Signature	
701 Waterford WAY STE 490 **Miami, Florida 33126**	**CHRIS CLEMENTI**	

Points of Contact

Accounts Receivable POC

Gina Sanchez, Payables
gsanchez@aegfuels.com
3054016522

Electronic Business

Todd M Cheney
tcheney@aegfuels.com
3059135253

701 Waterford WAY, Suite 490
Miami, Florida 33126
United States

Karen Lopez, Ms.
klopez@aegfuels.com
3059135253

701 Waterford WAY
Suite 490
Miami, Florida 33133
United States

Government Business

Todd M Cheney
tcheney@aegfuels.com
3059135253

701 Waterford WAY, Suite 490
Miami, Florida 33126
United States

Gloria Suarez, Mrs
gsuarez@aegfuels.com
3059135253

701 Waterford WAY
Suite 490
Miami, Florida 33126
United States

Past Performance

Todd M Cheney
tcheney@aegfuels.com
3059135253

701 Waterford WAY, Suite 490
Miami, Florida 33126
United States

Stephen T. Leonard, Mr.
stcl@aegfuels.com
3059135253

701 Waterford WAY
Suite 490
Coral Gables, Florida 33133
United States

Service/Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**324110**	**Petroleum Refineries4**
	424710	**Petroleum Bulk Stations And Terminals**
	424720	**Petroleum And Petroleum Products Merchant Wholesalers (Except Bulk Stations And Terminals)**
	488190	**Other Support Activities For Air Transportation**
	522320	**Financial Transactions Processing, Reserve, And Clearinghouse Activities**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$6,200,000,000.00

Number of Employees (in accordance with 13 CFR 121)
461

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
1

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

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

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

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

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

A sample of a completed FORM 1295 is included on **PAGE 40.**

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

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

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1519990

Date Filed:
09/23/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Associated Energy Group LLC
Miami, FL 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 26-055/CG)
Aviation Fuel for Jack Brooks Regional Airport

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Associated Energy Group LLC	Miami, FL United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Marc Ramthun, and my date of birth is 5 July 1976.

My address is 20929 NW 1st St, Pembroke Pines (city), FL (state), 33029 (zip code), USA (country).

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

Executed in Miami Dade County, State of Florida, on the 1 day of OCT (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1519990

Date Filed:
09/23/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Associated Energy Group LLC
Miami, FL 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 26-055/CG)
Aviation Fuel for Jack Brooks Regional Airport

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Associated Energy Group LLC	Miami, FL United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Marc Ramthun, and my date of birth is 5 July 1976.

My address is 2929 NW 1st St, Pembroke Pines (city), FL (state), 33029 (zip code), USA (country).

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

Executed in Miami Dade County, State of Florida, on the 1 day of OCT (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

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 11 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2025

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

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

PRODUCER Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103 CN142150359-REG-GAWUX-25-26	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Illinois Insurance Company	38920
INSURER B : N/A	N/A
INSURER C : N/A	N/A
INSURER D : CopperPoint Insurance Company	10439
INSURER E :	
INSURER F :	

INSURED
Associated Energy Group LLC
d/b/a Gayo Energies Gamble Limited
&/or their associated &/or affiliated &/or subsidiary companies
701 Waterford Way Ste. 400
Miami, FL 33126

COVERAGES CERTIFICATE NUMBER: CLE-005501172-01 REVISION NUMBER: 3

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			01SE025708-3	12/31/2025	12/31/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
X	UMBRELLA LIAB X OCCUR			01SE025708-3	12/31/2025	12/31/2026	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CPWW004533	12/31/2025	12/31/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N		N/A				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

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 where required by written contract with respect to General Liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 26-055/CG) Term Contract for Aviation Fuel for Jack Brooks Regional Airport

Bidder's Company/Business Name: Associated Energy Group LLC

Bidder's TAX ID Number: 76-0250408

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

Contact Person: Trey Baker **Title:** Director, AEG Connect

Phone Number (with area code): 817.217.8714

Alternate Phone Number if available (with area code): 305.913.5253

Fax Number (with area code): _____

Email Address: tbaker@aegfuels.com

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

701 Waterford Way, Suite 490
Address
Miami, FL 33126
City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 26-055/CG.

SCOPE OF PROJECT:

It is the intent of Jefferson County to solicit aviation fuel bids for the Jack Brooks Regional Airport. **The contract shall be for a period of three (3) years from October 31, 2026 through October 30, 2029.**

Price Formula

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

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

Prices will be based on the previous week's average. The Weekly report will be the reference for prices for all purchases made beginning the following Wednesday for a period of one (1) week, which would be from Wednesday through Tuesday.

Bidder will furnish a computer printout each week showing the above calculations and prices in effect for the period, to be emailed to Megan Miller, Airport Financial Analyst at megan.miller@jeffersoncountytx.gov and Elisabeth LeBlanc, Airport Fuel Supervisor at Elisabeth.leblanc@jeffersoncountytx.gov.

All price changes will be emailed to Megan Miller, Airport Financial Analyst at megan.miller@jeffersoncountytx.gov and Elisabeth LeBlanc, Airport Fuel Supervisor at elisabeth.leblanc@jeffersoncountytx.gov and any other airport personnel as requested.

Bids not based on the above formula prices shall be rejected.

Quote F.O.B. delivered to storage tanks, Jack Brooks Regional Airport, Beaumont, Texas, with delivery and unloading charges prepaid. Bidder bears freight charges.

As of August 11, 2026, Jefferson County is subject to and pays taxes and fees as follows:

Tax or Fee	AV Gas Low Lead 100	Jet A
FET	$0.19400	$0.24300
Fed Lust	$0.00000	$0.00100
Fed Superfund Fee	$0.00428	$0.00428
Texas Petro Delivery	$0.00088	$0.00000
Total Tax/Fee per Gallon	**$0.19916**	**$0.24828**

Include state fees and federal taxes totaling $0.19916 per gallon on AV Gas Low Lead 100 and federal taxes of $0.24828 per gallon on Jet A in your price.

Bidder shall furnish a copy of published specifications for fuels required under this invitation to bid.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bids in response to this request, and Jefferson County will not reimburse bidders for these expenses.

Approximate Annual Usage

Estimated volume is indicated below. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder as required. **Minimum Orders are not acceptable.**

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract. Interpretation and enforcement of this agreement shall be according to the laws of the State of Texas.

Technical Specifications

Aviation gasoline for civil and commercial service, herein referred to as AV Gas Low Lead 100, shall meet the current requirements of the American Society of Testing and Materials as set forth in the ASTM D 910, Grade 100LL.

Aviation turbine fuel, herein referred to as Jet A, shall meet the current requirements of ASTM D1655 for Kerosene-type commercial fuels, and **shall not be pre-blended with anti-icing additive.**

Estimated Volume

We estimate our purchases will be approximately as follows. In the past twelve (12) months, total Jack Brooks Regional Airport volume has been approximately 40,000 gallons of AV Gas Low Lead 100 and 740,000 gallons of Jet A. Of this volume, all was purchased by the County for resale. These figures serve as estimates only and no promise is made or implied that these quantities will be purchased.

Credit Cards/"Effective" Bids

Bids shall offer credit card processing for all major credit cards for sales to private aircraft owners and pilots. Service fees (if any) for credit cards must be included in bid. Credit card service fees will be considered when bids are evaluated. It is estimated, based on our previous experience, that our total AV Gas Low Lead 100 volume will be for resale and that 95% of this volume will be credit card sales. We can expect 90% of the Jet A resale volume will be purchased with credit cards. Bids with credit card fees will be factored in order to develop "effective" bids using increments of one cent for percentage point of credit card service fee quoted. For example, a credit card fee of 3% will cause an increment of $0.03 to be added to the price per gallon in order to develop the "effective" bid. Bids shall include the provision of point-of-sale software and all necessary hardware, including touch-screen handling of all transactions, with integration to most accounting software. Bids must include any monthly fees for network connections and maintenance.

All point of sale software for credit card processing must also be able to handle any and all military credit card transactions. Jack Brooks Regional Airport serves military customers and must be able to process military

AIRCARDs. If bidder is unable to process military customer payments, bidder must notify the County in their response.

Bidder must specify any and all software and hardware available, for point of sale and other fuel management activities.

Branded or Unbranded

Bids may be for Branded or Unbranded supply contracts; however, bidder must specify.

Training, Quality Control and Risk Management

Bidders will provide most current electronic versions of the ATA103 manual and NFPA407 manual annually at no cost to the County. Bidders offering FAA approved FAR part 139, ATA 103 training, or other training and seminars should attach such offers to their bid, including approximate costs. Training costs must be included as part of the vendor's proposal.

Refueler

Bid shall include provision of one (1) 3,000-gallon Jet A re-fueler truck. Jefferson County also requests one (1) additional 5,000-gallon Jet A re-fueler truck and one (1) AV Gas Low Lead re-fueler truck. Bids shall include full maintenance coverage except for tires and batteries and must be no more than five (5) years old at the time of delivery. Bidder must specify how service issues will be handled and where the repair services are located. If repair services are outside of Jefferson County, bidder must specify how they intend to move truck and if there will be a replacement truck.

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

Jet A minimum truck specifications must include the following:

- 15 Gallon Stainless Steel Prist Tank with Viper Injection System
- Single Point Delivery
- Overflow Protection
- 240 GPM Singlepoint Nozzle with Digital Meter Readout
- Two (2) 75 GPM Overwing Nozzle fuel Flow Capability – must be driver side center-mount
- Brake Interlock
- Automatic Transmission
- Automatic Prist Injection
- Compliance with all ATA 103 Regulation and NFPA407 Regulations
- Bottom load point located on passenger side
- LED Meters
- Aluminum or Stainless-Steel Oil Cabinet
- Ladder Brackets
- Parts Manual included in Operators Manual.
- Air Conditioning

AV Gas Low Lead minimum truck specifications must include the following:

- LED Meters
- Compliance with all ATA 103 Regulation and NFPA407 Regulations
- Stainless Steel Tank
- Overflow Protection
- Brake Interlock
- Automatic Transmission
- Bottom load point located on passenger side
- Aluminum or Stainless-Steel Oil Cabinet
- Ladder Brackets
- Parts Manual included in Operators Manual
- Air Conditioning

Into-Plane Contract Fuel

Bidders may offer "Into-Plane Contract Fuel" programs. The County may accept or reject such programs independent of other items bid within this request.

Software Programs

Bidders will provide any fueling or credit card software programs they may offer, with any fees associated with each software program.

Co-Mingle

Jefferson County will not accept a bid that proposes co-mingling of fuel.

Signs

The successful bidder shall provide and install signs and emblems acceptable to the Airport Manager, identifying the brand name of fuel provided, grades, and current prices. Signs shall be clearly visible to airplane personnel as they approach the fueling station.

Additional Marketing Support

Bidders desiring to offer cooperative advertising and other marketing support should attach such offer to bid. The Jack Brooks Regional Airport desires to have hats and umbrellas provided as part of a joint marketing program. Provide details of available programs and any associated cost.

County Equipment

The County owns one (1) 750 gallon capacity AV Gas Low Lead 100 truck.

Contact

For further information, bidder may contact Alex Rupp, Airport Director, Jack Brooks Regional Airport at 409-719-4900.

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

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

Associated Energy Group LLC
Company Name

701 Waterford Way, Suite 490
Address

Miami | FL | 33126
City | State | Zip

Signature of Person Authorized to Sign

Marc Ramthun
Printed Name

Vice President of General Aviation
Title

For clarification of this offer, contact:

Marc Ramthun, Vice President General Aviation
Name & Title

505.264.4765 | 305.262.6080
Phone | Fax

mramthun@aegfuels.com
E-mail

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Aviation Fuel for Jack Brooks Regional Airport for a Contract Term of three (3) years from October 31, 2026 to October 30, 2029.

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 26-055/CG, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

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

ATTEST:

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

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

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

Addendum to IFB

IFB NUMBER: IFB 26-055/CG

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

IFB DUE BY: 11:00 am CT, Wednesday, October 7, 2026

ADDENDUM NO.: 1

ISSUED (DATE): September 15, 2026

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

Reason for Issuance of this Addendum: Vendor Questions

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

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

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Respondent)

Vice President of General Aviation
Title of Person Signing Above

Associated Energy Group LLC
Typed Name of Business or Individual

701 Waterford Way, Suite 490 Miami, FL 33126
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

1. **Question:** I am wondering who you are currently branded with?

   Answer: We are currently branded with Titan Aviation

2. **Question:** Kindly advise whether qualified suppliers or authorized commercial representatives may participate, and please provide the required Jet-A and 100LL specifications, estimated volumes, delivery arrangements, supplier qualification requirements, bid documents, and official submission procedure.
   Answer: All bidders meeting the minimum specifications as outlined in the bid packet for (IFB 26-055/CG) may bid on the project. Please see specifications for (IFB 26-055/CG) which outline in detail the Jet-A and 100LL specifications, estimated volumes, delivery arrangements, supplier qualification requirements, bid documents, and official submission procedures. Specifications are posted to our website: https://jeffersoncountytx.gov/Purchasing/NoticesForBid

BID FORM

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

Item 1. AvGas 100 Low-Lead

Price for AvGas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline-mid, Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

AvGas estimated annual sales are approx. 40,000 gallons, however to make bidding easier, the average annual amount will be 41,000 gallons, based on an average of 8,200 gallons per load delivered and 5 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
A.	Platts Reference Price on [08/25/2026]	$ 3.4893
B.	Bidder's Markup (Dollars not Percentage)	$ 0.91
C.	Federal Excise Tax	$ 0.19400
D.	Federal Superfund Fee	$ 0.00428
E.	Texas Petro Delivery	$ 0.00082
F.	Transport Per Gallon (If Applicable)	$ 0.29650
G.	Subtotal Fees per Gallon (Sum A to F)	$ 4.89492
H.	Estimated Annual Quantity (Gallons)	41,000
I.	Annual Price (Line G times Line H)	$ 200,691.79

Freight $.20991 + Variable FSC $.08659

J.	Fee per Delivery (If Any):	$ 0
K.	Est Deliveries per Year	5
L.	Annual Delivery Price (Line J times Line K):	$ 0

M.	Annual Total Cost for Delivered Fuel: (Line I plus Line L):	$ 200,691.79

BID FORM (Continued)

Item 2. Jet A

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

AvGas estimated annual sales are approx. 740,000 gallons, however to make bidding easier, the average annual amount will be 742,600 gallons, based on an average of 7,900 gallons per load delivered and 95 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
N.	Platts Reference Price on [08/25/2026]	$ 3.8549
O.	Bidder's Markup (Dollars not Percentage)	$ 0.14000
P.	Federal Excise Tax	$ 0.24300
Q.	Federal LUST Tax	$ 0.00100
R.	Federal Superfund Fee	$ 0.00428
S.	Transport Per Gallon (If Applicable)	$ 0.09676
T.	Subtotal Fees per Gallon (Sum N to S)	$
U.	Estimated Annual Quantity (Gallons)	742,600
V.	Annual Price (Line T times Line U)	$ 3,222,839

Freight $.06850 + Variable FSC $.028256

W.	Fee per Delivery (If Any):	$ 0
X.	Est Deliveries per Year	95
Y.	Annual Delivery Price (Line W times Line X):	$ 0

Z.	Annual Total Cost for Delivered Fuel: (Line V plus Line Y):	$ 3,222,839

BID FORM (Continued)

Item 3. Credit Cards Honored and Service Fees:

Please provide service rates per card identified and any other cards honored:

AMEX	2.55	%
VISA	2.35	%
MasterCard	2.45	%
Discover	2.20	%
MultiServe	3.50	%
AIR Card per KHI Merchant	Agreement	%
AVCard	2.90	%
Other: AEG Carnet Card	0.00	%
Other:		%
Other:		%

Item 4. Additional Marketing Support

Bidder must include cost for annual marketing support, co-op advertising, etc.

Bidder may include detailed marketing programs available with proposal.

$ 0.005 per gallon earned for every gallon purchased towards Co-op advertising funds

Item 5. Refueler Truck -Required Primary

3,000 Gallon Jet A Refueler Truck - Annual Cost:	$30,480
Year/Make/Model: 2026 Skymark, Ford F750	

Item 6. Refueler Trucks - Required Additional

5,000 Gallon Jet A Refueler Truck - Annual Cost:	$ 31,800
Year/Make/Model: 2025 Garsite International	

AvGas Refueler Truck - Annual Cost:	$ 16,920
Year/Make/Model: 2026 Garsite Re-chassis (Ford or Isuzu)	

BID FORM (Continued)

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 ✓ Date Received 9/15/26

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

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

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: Flying Tigers

Address: 7000 Merrill Ave, Box 27, Bldg B-199, Chino, CA 91740

Contact Person and Title: Michael Thayer, CEO

Phone: 909-606-0100 Fax:

Email Address: Michael@flyingtigersaviation.net Contract Period: 5 years ending in April 2031

Scope of Work: Branded aviation fuel supply and related services including refueler leases

REFERENCE TWO

Government/Company Name: Velocity Network

Address: Locations: KBTR, KHII, KISM, KSAT, KSSI & KYIP

Contact Person and Title: Chad Farischon, CEO

Phone: 405-795-2027 Fax:

Email Address: cfarischon@velocityfbo.com Contract Period: Ranges from March 2025 through May 2031

Scope of Work: Branded aviation fuel supply and related services including refueler leases

REFERENCE THREE

Government/Company Name: Stellar Aviation of Reno-Tahoe, and Stellar Aviation of Carson City

Address: 125 S Rock Blvd, Reno, NV 89706

Contact Person and Title: Brad Kost

Phone: 775-800-4244 Fax:

Email Address: bkost@stellaraviationgroup.com Contract Period: 7 years, ending in 2033

Scope of Work: Branded aviation fuel supply and related services including refueler leases

SIGNATURE PAGE

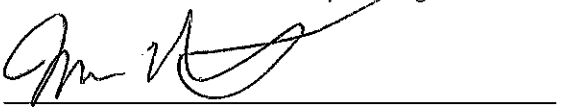
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

Associated Energy Group LLC	
Bidder (Entity Name)	Signature
701 Waterford Way, Suite 490	Marc Ramthun
Street & Mailing Address	Print Name
Miami, FL 33126	1 OCT 2026
City, State & Zip	Date Signed
505.264.4765	305.262.6080
Telephone Number	Fax Number
mramthun@aegfuels.com	
E-mail Address	

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

No conflicts of interest exist

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 No conflicts of interest exist

Signature of vendor doing business with the governmental entity — Date

Adopted 8/7/2015

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

Not applicable

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

N/A - no HUB goal in this RFP

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBZone, DBE, ACDBE or VetHUB vendors 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 HUBZone, DBE, ACDBE or VetHUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUBZone, DBE, ACDBE or VetHUB Subcontractor participation beyond what is listed below.

N/A		**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 HUBZone, DBE, ACDBE or VetHUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☐ No	3. **Provide** HUBZone, DBE, ACDBE or VetHUBs 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 HUBZone, DBE, ACDBE or VetHUBs, and not reject bids from vendors that qualify as lowest and responsive Bidders?
☐ Yes	☐ No	5. **Document** reasons HUBZone, DBE, ACDBE or VetHUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected vendors?
☐ Yes	☐ No	6. If Prime Contractor/Consultant has zero (0) HUBZone, DBE, ACDBE or VetHUB 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.

Marc Ramthun
Printed Name of Authorized Representative

Signature

Vice President of General Aviation
Title

1 OCT 2026
Date

REQUIRED FORM FOR FEDERALLY OR STATE FUNDED PROCUREMENTS

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

N/A

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HUBZone, DBE, or ACDBE CERTIFIED VENDORS

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 HUBZone Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ Certified: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

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 "Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

N/A

HUBZone, DBE or ACDBE CERTIFIED VENDOR SUCONTRACTING PARTICIPATION DECLARATION FORM

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

Prime Contractor: _____ Certified: ☐ Yes ☐ No

Certification Type: _____

Address: _____
Street City State Zip

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

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

Total Contract: $ _____ Total Certified Subcontracts: $ _____

Construction Certification Goals: HUBZone _____% DBE _____% ACDBE _____%

FOR OFFICE USE ONLY:

Verification date Jefferson County reviewed and verified Sub information Date: _____ Initials: _____

PART I. CERTIFIED SUBCONTRACTOR DISCLOSURE

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

N/A

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HUBZone, DBE or ABCDE CERTIFIED VENDOR SUBCONTRACTING PARTICIPATION DECLARATION FORM

Certified Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

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: _____

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

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

REQUIRED FORM FOR FEDERALLY FUNDED PROCURMENTS
Bidder: Please complete this form and include with bid submission.

N/A

HUBZone, DBE or ACDBE CERTIFIED VENDOR SUCONTRACTING PARTICIPATION DECLARATION FORM

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

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

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

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

Was the Jefferson County Purchasing Office contacted for assistance in locating vendors? ☐ Yes ☐ No

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

The Bidder shall use this area to provide a listing of all "Non-Certified" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-Certified" 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-Certified" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

N/A

HUBZone, DBE or ACDBE CERTIFIED VENDOR 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 *HUBZone, DBE & ACDBE Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

VetHUB SUBCONTRACTING PLAN REQUIREMENTS

When is a subcontracting plan required?

A subcontracting plan is required for State of Texas funded procurements when the funding agency has determined that subcontracting opportunities are probable with prospective vendors certified by the Texas Comptroller through the Veteran Heroes United in Business (VetHUB) program, for a contract with an expected value of $100,000 or more. (**Texas Government Code Chapter 2161, Subchapter F; 34 Texas Administrative Code Section 20.285**.)

When a state agency requires a subcontracting plan as part of the contract solicitation, a bid, proposal, offer or other applicable expression of interest must contain a completed plan to be considered responsive.

Who completes a subcontracting plan?

Every responding vendor — whether a prime contractor or self-performing with no subcontractors — must submit a complete subcontracting plan.

A vendor who intends to use subcontractors must demonstrate their good faith effort to recruit certified VetHUBs, whether or not they ultimately award business to them. *A state agency will not use the subcontractors' VetHUB status to select the winning vendor.* All subcontractors must be listed in the subcontracting plan.

A self-performing vendor who will not subcontract any of the work on the contract must indicate that it will complete the con- tract with its own resources and submit the completed subcontracting plan.

Does a subcontracting plan have to be followed?

The subcontracting plan forms part of the contract. Subcontractors may not be dropped or replaced without amending the subcontracting plan with approval by the agency. A self-performing contractor may not use subcontractors without amending the subcontracting plan.

Solicitation Number	Solicitation Title
C1230	Jefferson County
Agency Number	Agency Name

SOLICITATION POINT OF CONTACT

Name

Email Address

Phone Number: (Point of Contact)

Description of the subcontracting goal and examples of potential subcontracting opportunities:

VetHUB SUBCONTRACTING PLAN

Section 1: Respondent Information

Respondent (Company) Name

Point of Contact | Email Address | Phone Number

Is your company a State of Texas Certified VetHUB? Yes No

Solicitation No. | Bid Response Due Date (mm/dd/yyyy)

Section 2: Declaration of Self-performing or Subcontracting

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods and services will be subcontracted. 34 Texas Administrative Code Section 20.282 defines a "Subcontractor" as an entity that contracts with a prime contractor to work or contribute toward completing work under a purchase order or other contract. *The term does not include employees of the contractor but includes contracted workers who will work on the contract.*

Will your company fulfill the entire contract with its own resources, including employees, goods and services?

Yes, my company will self-perform the entire contract.
Submit sections 1-3.

No, my company will subcontract portions of the contract.
Submit sections 1 and 4.

Section 3: Affirmation of Self-performing Contractor

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in Section 1, and that the information and supporting documentation submitted with the subcontracting plan is true and correct. Respondent understands and agrees that, if awarded any portion of the contract:

- The respondent must seek approval from Jefferson County prior to making any modifications to its subcontracting plan, including hiring subcontractors to perform any work under this contract. If the subcontracting plan is modified without Jefferson County's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow Jefferson County to perform on-site reviews of the company's headquarters and/or work site where services are being performed and must provide documentation regarding staffing and other resources.

Signature | Printed Name

Title | Date (mm/dd/yyyy)

N/A

Section 4: Respondent's Subcontracting Opportunities

This section must be completed by all respondents who propose to subcontract portions of the contract work.

List below all opportunities (commodities, services or contractor staffing) you will subcontract. Also, based on the total value of the contract, provide the percentage of the contract you expect to subcontract to certified VetHUBs, and the percentage of the contract you expect to award to other subcontractors.

Search NIGP Code Book at **https://commbook.app.cpa.state.tx.us/**

Item Number	Subcontracting Opportunity Description	NIGP Code	VetHUB-certified subcontracted percentage of total contract	Other subcontracted percentage of total contract
1			%	%
2			%	%
3			%	%
4			%	%
5			%	%
6			%	%
7			%	%
8			%	%
9			%	%
10			%	%
11			%	%
12			%	%
13			%	%
14			%	%
15			%	%
16			%	%
17			%	%
18			%	%
19			%	%

N/A

Section 5.1: Subcontracting Opportunity

Submit a copy of Section 5 for each subcontracting opportunity you listed in Section 4. Download additional forms at https://comptroller.texas.gov/purchasing/vendor/hub/forms.php.

Enter the item number and description of the subcontracting opportunity you listed in Section 4.

Item Number	Subcontracting Opportunity

Section 5.2 Mentor Protégé Program

If respondent is participating as a mentor in a state of Texas Mentor Protégé Program, submitting a protégé (protégé must be a state of Texas certified VetHUB) as a subcontractor to perform the subcontracting opportunity listed in **Section 5.1** constitutes a good faith effort for that specific portion of work.

Circle (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in Section B-1 to your protégé.

No. Go to Section 5.3.

Yes. Go to Section 5.4.

Section 5.3 Notification of Subcontracting Opportunity

Demonstrate your good faith effort to notify Texas certified VetHUBs by communicating each subcontracting opportunity you listed in Section 4.

Search the **VetHUB Directory** by business category or NIGP code to identify appropriate VetHUBs that work in the area where you are seeking subcontractors. Certified VetHUBs can be sourced using the VetHUB-only search and will be marked with the Active Bidder (A-Approved) VetHUB status.

Send either the **Subcontracting Opportunity Notification template** or an email notice that includes at minimum:

Scope of work
Location to review plans and specifications (if applicable)
Bonding and insurance requirements
Required qualifications
Name of agency
Agency's point of contact
Agency point of contact phone number
Solicitation Number
Prime Contractor's name
Prime Contractor's contact email
Prime Contractor's phone number
Date response required; allow at least seven business days to response excluding weekends and County holidays.

Save copies of emails sent to VetHUBs and the responses received and attach to your subcontracting plan to document the good faith effort. A contract shall not be awarded to a prime contractor whose subcontracting plan good faith effort does not contain accurate supporting documentation.

List two VetHUBs you notified of the subcontracting opportunity listed in Section 5.3. Include the company's Texas Vendor Identification (VID) Number, the date of the notice and indicate whether the HUB responded.

Company Name	Texas VID (Do not enter Social Security Nos.)	Date Notice Sent (mm/dd/yyyy)	VetHUB Response
			Yes No
			Yes No

Section 5.4 Subcontractor Selection

A copy of Section 5 must be completed for each subcontracting opportunity you listed in Section 4. Download additional forms at https://comptroller.texas.gov/purchasing/vendor/hub/forms.php.

Company	Certified	Texas VID or Federal EIN (Do not enter Social Security Number)	Approximate Dollar	Expected Percentage of Contract
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%

Section 6: Affirmation of Prime Contractor

I am an authorized representative of the respondent listed in Section 1 ("Respondent"). I affirm that the information and supporting documentation submitted with this subcontracting plan is true and correct. Respondent understands and agrees that, if awarded a contract:

- Respondent will promptly notify all the subcontractors of their selection as a subcontractor for the contract. The notice must specify the contracting agency's name, point of contact for the contract, the contract award number, the subcontracting opportunity the subcontractor will perform and the value of the subcontract.
- Respondent must obtain approval from the contracting agency prior to modifying its subcontracting plan, including hiring subcontractors to perform any work under this contract.
- Respondent must submit progress assessment reports (PAR) with each invoice to the contracting agency. The PAR template is available on the Texas Comptrollers website.
- Respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and work site where services are being performed and provide documentation regarding staffing and other resources.

Signature	Marc Ramthun
	Printed Name
Vice President, General Aviation	10/01/2026
Title	Date (mm/dd/yyyy)

REQUIRED FORM FOR STATE FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

☑ I certify that Associated Energy Group LLC [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is 701 Waterford Way, Suite 490, Miami, FL 33126 (city and state).

Taxpayer Identification Number (T.I.N.):	76-0250408
Company Name submitting bid/proposal:	Associated Energy Group LLC
Mailing address:	701 Waterford Way, Suite 490 Miami, FL 33126
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 account identification number assigned by the Jefferson County Appraisal District.

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

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

HOUSE BILL 89 VERIFICATION

Prohibition of Investing Public Funds in Certain Investments

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Government Code. Subtitle F, Title 10 Government Code by adding Chapter 2270. Chapter 2270 has been amended by the 89th Texas Legislature House Bill 34 effective September 1, 2025 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

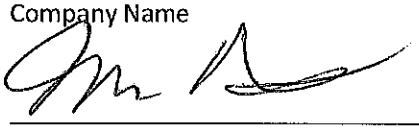
1. Does not and will not engage in scrutinized business operations with a "County of Concern" during the term of the contract; and
2. Does not and will not acquire a security issued by a "Country of Concern" or entity owned by, controlled by or subject to the jurisdiction of a "Country of Concern" during the term of the contract; and
3. Does not and will not invest or make a deposit in a bank with a principal place of business located in a "County of Concern" during the term of the contract; and

Pursuant to Section 2270.001, Texas Government Code:

1. **"Country of Concern"** 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 sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association, that exist to make a profit.

I, (authorized official) Marc Ramthun, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270 and the company named below is in compliance with Texas Government Code 2270 as listed above.

Associated Energy Group LLC
Company Name



Signature of Authorized Official

Vice President of General Aviation — 10 OCT 2026
Title of Authorized Official — Date

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

SENATE BILL 252 CERTIFICATION FORM

Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Government Code. Subtitle F, Title 10 Government Code by adding Chapter 2252.152 & 2252.153 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1. Does not do business with Iran, Sudan or any Foreign Terrorist Organization.
2. Will not do business with Iran, Sudan or any Foreign Terrorist Organization during the term of the contract.

Pursuant to Section 2252.51, Texas Government Code:

"Foreign Terrorist Organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

"Company" has the meaning assigned by Section 806.001.

I, (authorized official) Marc Ramthun, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2252.152 & 2252.153 and the company named below:

1. Does not do business with Iran, Sudan or any Foreign Terrorist Organization; and
2. Will do business with Iran, Sudan or any Foreign Terrorist Organization during the term of the contract; and
3. **Is not currently listed on the State of Texas Comptroller's Companies** Divestment Statue List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Associated Energy Group LLC
Company Name



Signature of Authorized Official

Vice President of General Aviation — 10 OCT 2026
Title of Authorized Official — Date

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

SENATE BILL 252 CERTIFICATION

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

Associated Energy Group LLC

Company Name

IFB 26-055/CG

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF Florida COUNTY OF Miami Dade

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

on this day personally appeared Marc Ramthun (name), who

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

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

for Associated Energy Group LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Associated Energy Group 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: Associated Energy Group, LLC

701 Waterford Way, Suite 490 Miami, FL 33126

Fax: N/A Telephone# 305 264 4765

by: Marc Ramthun (print name) Title: Vice President of General Aviation

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

Marc Ramthun on

this the 1st day of October, 2026

Notary Public in and for

the State of Florida

ARLEEN C ALTAMIRANO
MY COMMISSION EXPIRES JAN 08, 2030
#HH754160
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

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

AEGFUELS

3,000 LOCATIONS • 197 COUNTRIES • 9 OFFICES

Miami, US • Houston, US • Toluca, MX • West Sussex, UK
Dubai, UAE • Singapore, SG • Shanghai, CN • São Paulo, BR • Medellin, CO

+1.305.913.5253

dispatch@aegfuels.com

READY | JET | FUEL

aegfuels.com

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

September 1, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 26-055/CG) Term Contract for Aviation Fuel for Jack Brooks Regional Airport.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and to (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 Purchasing Department (1st Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Aviation Fuel for Jack Brooks Regional Airport**
BID NUMBER:	**(IFB 26-055/CG)**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, October 7, 2026**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffersoncountytx.gov.

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

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

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

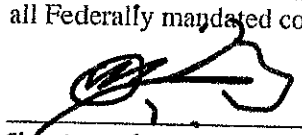
Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
The Examiner:
September 3, 2026 & September 10, 2026

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Jefferson County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Jefferson County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Jefferson County may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

The Contractor ATLANTIC PETROLEUM certifies or affirms the agreement and compliance will all Federally mandated contract provisions listed above in Section 2 where applicable.



Signature of Contractor's Authorized Official

ANTHONY NDAH/PRESIDENT

Name and Title of Contractor's Authorized Official

09-06-26

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause) as amended by Executive Order 14173

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

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

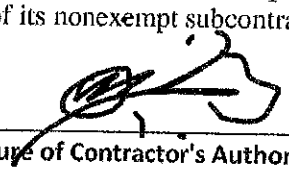
Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the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

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

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

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.



Signature of Contractor's Authorized Official

ANTHONY NDAH/CEO

Name and Title of Contractor's Authorized Official

09-06-2026

Date

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

BYRD ANTI-LOBBYING CERTIFICATION

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

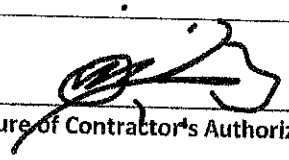
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

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



Signature of Contractor's Authorized Official

ANTHONY NDAH/PRESIDENT

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

09-06-2026

Date

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

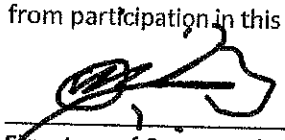
DEBARMENT/SUSPENSION CERTIFICATION

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

1. The bidder/proposer certifies, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 and 12689. The term "principal" is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the contractor. The contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

2. The bidder/proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

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



Signature of Contractor's Authorized Official

ANTHONY NDAH/PRESIDENT

Name and Title of Contractor's Authorized Official

08-07-26

Date

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

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 2050

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application ____ b. initial award c. post-award	**Report Type:** a. initial filing ____ b. material change
Name and Address of Reporting Entity: ____ Prime ____ Sub-awardee Tier____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: ____	
Federal Action Number, *if known:*	**9. Award Amount,** *if known:* $	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** ____ **Print Name:** ____ **Title:** ____ **Telephone No.:** ____ **Date:** ____	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

BUILD AMERICA, BUY AMERICA ACT (BABAA) CERTIFICATION

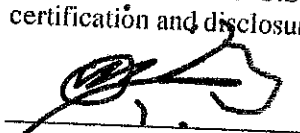
"The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the _____ project that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with Federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

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



Signature of Contractor's Authorized Official

ANTHONY NDAH/PRESIDENT

Name and Title of Contractor's Authorized Official

09-06-2026

Date

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

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

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

ATLANTIC PETROLEUM
Company Name

1445 NORTH LOOP W FRWY, #242
Address

HOUSTON, TX 77008
City State Zip

Signature of Person Authorized to Sign

ANTHONY NDAH
Printed Name

PRESIDENT/CEO
Title

For clarification of this offer, contact:

ANTHONY NDAH/CEO
Name & Title

713-223-2767
Phone Fax

SALES@ATLANTICPETRO.COM
E-mail

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

BID FORM (Continued)

Item 3. Credit Cards Honored and Service Fees:

Please provide service rates per card identified and any other cards honored:

AMEX	3.5 %
VISA	3.5 %
MasterCard	3.5 %
Discover	3.5 %
MultiServe	%
AIR Card	%
AVCard	%
Other: WIRE	0 %
Other: CHECK	0 %
Other: ACH DEBIT	0 %

Item 4. Additional Marketing Support

Bidder must include cost for annual marketing support, co-op advertising, etc.

$

Item 5. Refueler Truck -Required Primary

3,000 Gallon Jet A Refueler Truck - Annual Cost:	$
Year/Make/Model:	

Item 6. Refueler Trucks - Required Additional

5,000 Gallon Jet A Refueler Truck - Annual Cost:	$
Year/Make/Model:	

AvGas Refueler Truck - Annual Cost:	$
Year/Make/Model:	

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Aviation Fuel for Jack Brooks Regional Airport for a Contract Term of three (3) years from October 31, 2026 to October 30, 2029.

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 26-055/CG, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

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

BID FORM

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

Item 1. AvGas 100 Low-Lead

Price for AvGas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline-mid, Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

AvGas estimated annual sales are approx. 40,000 gallons, however to make bidding easier, the average annual amount will be 41,000 gallons, based on an average of 8,200 gallons per load delivered and 5 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
A.	Platts Reference Price on [08/25/2026]	$ 4.28
B.	Bidder's Markup (Dollars not Percentage)	$ 0.58
C.	Federal Excise Tax	$ 0.19400
D.	Federal Superfund Fee	$ 0.00428
E.	Texas Petro Delivery	$ 0.00082
F.	Transport Per Gallon (If Applicable)	$ 0
G.	Subtotal Fees per Gallon (Sum A to F)	$ 5.0591
H.	Estimated Annual Quantity (Gallons)	41,000
I.	Annual Price (Line G times Line H)	$ 207,423.10

J.	Fee per Delivery (If Any):	$ 0
K.	Est Deliveries per Year	5
L.	Annual Delivery Price (Line J times Line K):	$ 0

M.	Annual Total Cost for Delivered Fuel: (Line I plus Line L):	$207,423.10

BID FORM (Continued)

Item 2. Jet A

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

AvGas estimated annual sales are approx. 740,000 gallons, however to make bidding easier, the average annual amount will be 742,600 gallons, based on an average of 7,900 gallons per load delivered and 95 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
N.	Platts Reference Price on [08/25/2026]	$ 3.9630
O.	Bidder's Markup (Dollars not Percentage)	$ 0.55
P.	Federal Excise Tax	$ 0.24300
Q.	Federal LUST Tax	$ 0.00100
R.	Federal Superfund Fee	$ 0.00428
S.	Transport Per Gallon (If Applicable)	$ 0
T.	Subtotal Fees per Gallon (Sum N to S)	$ 4.76128
U.	Estimated Annual Quantity (Gallons)	742,600
V.	Annual Price (Line T times Line U)	$ 3,535,726.52

W.	Fee per Delivery (If Any):	$ 0
X.	Est Deliveries per Year	95
Y.	Annual Delivery Price (Line W times Line X):	$ 0

Z.	Annual Total Cost for Delivered Fuel: (Line V plus Line Y):	$3,535,726.52

BID FORM (Continued)

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

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

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: TEXAS DEPARTMENT OF TRANSPORTATION

Address: ~~10335 Golf Course Rd., Austin, TX 78719~~

Contact Person and Title: NICHOLAS BROWNING

Phone: 512-865-1797 Fax:

Email Address: Nicholas.Browning@txdot.gov Contract Period: 2025-2027

Scope of Work: DELIVER AVIATION GASOLINES AND JET A FUEL

REFERENCE TWO

Government/Company Name: CITY OF DALLAS

Address: 2800 Municipal Street

Contact Person and Title: JEFF GLOVER

Phone: 214-670-1549 Fax:

Email Address: jeff.glover@dallascityhall.com Contract Period: 04-2025-2029

Scope of Work: PROVIDED BIODIESEL, GASOLINE AND DIESEL

REFERENCE THREE

Government/Company Name: DFW AIRPORT

Address: 1530 W. 27th Street, DFW Airport, TX. 75261

Contact Person and Title: MARK MARSH

Phone: (972) 973-4701 Fax:

Email Address: mmarsh@dfwairport.com Contract Period:

Scope of Work: PROVIDED E-III FUELS, AND RELATED FUELING SERVICES

SIGNATURE PAGE

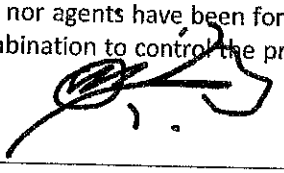
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

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

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

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

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

ATLANTIC PETROLEUM	
Bidder (Entity Name)	Signature
1445 NORTH LOOP W FRWY	ANTHONY NDAH
Street & Mailing Address	Print Name
HOUSTON, TX 77008	09-07-2026
City, State & Zip	Date Signed
7132232767	713-223-5797
Telephone Number	Fax Number
sales@atlanticpetro.com	
E-mail Address	

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

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.**

NONE

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

09-07-2026

Date

Adopted 8/7/2015

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

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT — **FORM CIS**

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

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

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

NONE

2 Office Held

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

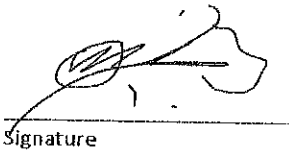
Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

Section 6: Affirmation of Prime Contractor

I am an authorized representative of the respondent listed in Section 1 ("Respondent"). I affirm that the information and supporting documentation submitted with this subcontracting plan is true and correct. Respondent understands and agrees that, if awarded a contract:

- Respondent will promptly notify all the subcontractors of their selection as a subcontractor for the contract. The notice must specify the contracting agency's name, point of contact for the contract, the contract award number, the subcontracting opportunity the subcontractor will perform and the value of the subcontract.
- Respondent must obtain approval from the contracting agency prior to modifying its subcontracting plan, including hiring subcontractors to perform any work under this contract.
- Respondent must submit progress assessment reports (PAR) with each invoice to the contracting agency. The PAR template is available on the Texas Comptrollers website.
- Respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and work site where services are being performed and provide documentation regarding staffing and other resources.



Signature

ANTHONY NDAH
Printed Name

PRESIDENT
Title

09-07-2026
Date (mm/dd/yyyy)

REQUIRED FORM FOR STATE FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

☒ I certify that ATLANTIC PETROLEUM [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is HOUSTON/TEXAS (city and state).

Taxpayer Identification Number (T.I.N.):	27-0129663
Company Name submitting bid/proposal:	ATLANTIC PETROLEUM
Mailing address:	1445 NORTH LOOP W FRWY, HOUSTON, TX 77008
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 account identification number assigned by the Jefferson County Appraisal District.

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

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

SENATE BILL 252 CERTIFICATION FORM

Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Government Code. Subtitle F, Title 10 Government Code by adding Chapter 2252.152 & 2252.153 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1. Does not do business with Iran, Sudan or any Foreign Terrorist Organization.
2. Will not do business with Iran, Sudan or any Foreign Terrorist Organization during the term of the contract.

Pursuant to Section 2252.51, Texas Government Code:

"**Foreign Terrorist Organization**" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

"**Company**" has the meaning assigned by Section 806.001.

I, (authorized official) ANTHONY NDAH, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2252.152 & 2252.153 and the company named below:

1. Does not do business with Iran, Sudan or any Foreign Terrorist Organization; and
2. Will do business with Iran, Sudan or any Foreign Terrorist Organization during the term of the contract; and
3. Is not currently listed on the State of Texas Comptroller's Companies Divestment Statue List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

ATLANTIC PETROLEUM

Company Name

Signature of Authorized Official

PRESIDENT

Title of Authorized Official

09-07-2026

Date

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

SENATE BILL 252 CERTIFICATION

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

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF TEXAS COUNTY OF HARRIS

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

on this day personally appeared ANTHONY NDAH (name), who

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

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

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

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

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

Name and address of Bidder: ATLANTIC PETROLEUM

1445 NORTH LOOP W FRWY, HOUSTON, TX 77008

Fax: _____ Telephone# 713-223-2767

by: ANTHONY NDAH (print name) Title: PRESIDENT

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

ANTHONY NDAH on

this the 8th day of SEPTEMBER, 20 26.

MARLEY BUSTAMANTE
MY COMMISSION EXPIRES
DECEMBER 1, 2026
NOTARY ID: 134087548

_____
n and for
TEXAS

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

HOUSE BILL 89 VERIFICATION

Prohibition of Investing Public Funds in Certain Investments

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Government Code. Subtitle F, Title 10 Government Code by adding Chapter 2270. Chapter 2270 has been amended by the 89th Texas Legislature House Bill 34 effective September 1, 2025 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1. Does not and will not engage in scrutinized business operations with a "County of Concern" during the term of the contract; and
2. Does not and will not acquire a security issued by a "Country of Concern" or entity owned by, controlled by or subject to the jurisdiction of a "Country of Concern" during the term of the contract; and
3. Does not and will not invest or make a deposit in a bank with a principal place of business located in a "County of Concern" during the term of the contract; and

Pursuant to Section 2270.001, Texas Government Code:

1. "**Country of Concern**" 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 sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association, that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270 and the company named below is in compliance with Texas Government Code 2270 as listed above.

ATLANTIC PETROLEUM

Company Name

Signature of Authorized Official

PRESIDENT

Title of Authorized Official

09-07-2026

Date

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

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

September 1, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 26-055/CG) Term Contract for Aviation Fuel for Jack Brooks Regional Airport.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and to (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 Purchasing Department (1st Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Aviation Fuel for Jack Brooks Regional Airport**
BID NUMBER:	**(IFB 26-055/CG)**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, October 7, 2026**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffersoncountytx.gov.

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

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

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

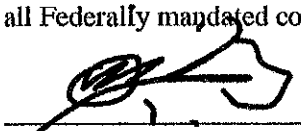
Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
The Examiner:
September 3, 2026 & September 10, 2026

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Jefferson County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Jefferson County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Jefferson County may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

The Contractor ATLANTIC PETROLEUM certifies or affirms the agreement and compliance will all Federally mandated contract provisions listed above in Section 2 where applicable.



Signature of Contractor's Authorized Official

ANTHONY NDAH/PRESIDENT

Name and Title of Contractor's Authorized Official

09-06-26

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause) as amended by Executive Order 14173

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

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

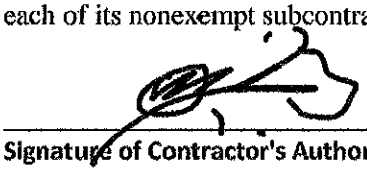
Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the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

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

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

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.



Signature of Contractor's Authorized Official

ANTHONY NDAH/CEO

Name and Title of Contractor's Authorized Official

09-06-2026

Date

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

BYRD ANTI-LOBBYING CERTIFICATION

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

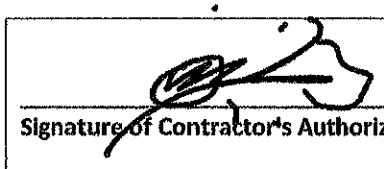
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

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



Signature of Contractor's Authorized Official

ANTHONY NDAH/PRESIDENT

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

09-06-2026

Date

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

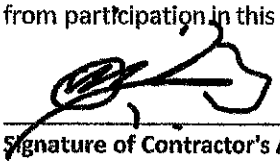
DEBARMENT/SUSPENSION CERTIFICATION

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

1. The bidder/proposer certifies, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 and 12689. The term "principal" is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the contractor. The contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

2. The bidder/proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

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



Signature of Contractor's Authorized Official

ANTHONY NDAH/PRESIDENT

Name and Title of Contractor's Authorized Official

08-07-26

Date

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

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 2050

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

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

Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

BUILD AMERICA, BUY AMERICA ACT (BABAA) CERTIFICATION

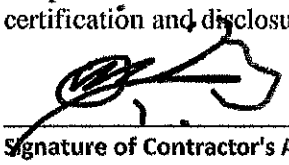
"The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the _____ project that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with Federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

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



Signature of Contractor's Authorized Official

ANTHONY NDAH/PRESIDENT

Name and Title of Contractor's Authorized Official

09-06-2026

Date

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

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

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

ATLANTIC PETROLEUM
Company Name

1445 NORTH LOOP W FRWY, #242
Address

HOUSTON, TX 77008
City State Zip

Signature of Person Authorized to Sign

ANTHONY NDAH
Printed Name

PRESIDENT/CEO
Title

For clarification of this offer, contact:

ANTHONY NDAH/CEO
Name & Title

713-223-2767
Phone Fax

SALES@ATLANTICPETRO.COM
E-mail

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

BID FORM (Continued)

Item 3. Credit Cards Honored and Service Fees:

Please provide service rates per card identified and any other cards honored:

AMEX	3.5	%
VISA	3.5	%
MasterCard	3.5	%
Discover	3.5	%
MultiServe		%
AIR Card		%
AVCard		%
Other: WIRE	0	%
Other: CHECK	0	%
Other: ACH DEBIT	0	%

Item 4. Additional Marketing Support

Bidder must include cost for annual marketing support, co-op advertising, etc.

$

Item 5. Refueler Truck -Required Primary

3,000 Gallon Jet A Refueler Truck - Annual Cost:	$
Year/Make/Model:	

Item 6. Refueler Trucks - Required Additional

5,000 Gallon Jet A Refueler Truck - Annual Cost:	$
Year/Make/Model:	

AvGas Refueler Truck - Annual Cost:	$
Year/Make/Model:	

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Aviation Fuel for Jack Brooks Regional Airport for a Contract Term of three (3) years from October 31, 2026 to October 30, 2029.

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 26-055/CG, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

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

ATTEST:

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

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

BID FORM

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

Item 1. AvGas 100 Low-Lead

Price for AvGas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline-mid, Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

AvGas estimated annual sales are approx. 40,000 gallons, however to make bidding easier, the average annual amount will be 41,000 gallons, based on an average of 8,200 gallons per load delivered and 5 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
A.	Platts Reference Price on [08/25/2026]	$ 4.28
B.	Bidder's Markup (Dollars not Percentage)	$ 0.58
C.	Federal Excise Tax	$ 0.19400
D.	Federal Superfund Fee	$ 0.00428
E.	Texas Petro Delivery	$ 0.00082
F.	Transport Per Gallon (If Applicable)	$ 0
G.	Subtotal Fees per Gallon (Sum A to F)	$ 5.0591
H.	Estimated Annual Quantity (Gallons)	41,000
I.	Annual Price (Line G times Line H)	$ 207,423.10

J.	Fee per Delivery (If Any):	$ 0
K.	Est Deliveries per Year	5
L.	Annual Delivery Price (Line J times Line K):	$ 0

M.	Annual Total Cost for Delivered Fuel: (Line I plus Line L):	$207,423.10

BID FORM (Continued)

Item 2. Jet A

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

AvGas estimated annual sales are approx. 740,000 gallons, however to make bidding easier, the average annual amount will be 742,600 gallons, based on an average of 7,900 gallons per load delivered and 95 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
N.	Platts Reference Price on [08/25/2026]	$ 3.9630
O.	Bidder's Markup (Dollars not Percentage)	$ 0.55
P.	Federal Excise Tax	$ 0.24300
Q.	Federal LUST Tax	$ 0.00100
R.	Federal Superfund Fee	$ 0.00428
S.	Transport Per Gallon (If Applicable)	$ 0
T.	Subtotal Fees per Gallon (Sum N to S)	$ 4.76128
U.	Estimated Annual Quantity (Gallons)	742,600
V.	Annual Price (Line T times Line U)	$ 3,535,726.52

W.	Fee per Delivery (If Any):	$ 0
X.	Est Deliveries per Year	95
Y.	Annual Delivery Price (Line W times Line X):	$ 0

Z.	Annual Total Cost for Delivered Fuel: (Line V plus Line Y):	$3,535,726.52

BID FORM (Continued)

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

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

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: TEXAS DEPARTMENT OF TRANSPORTATION

Address: ~~10335 Golf Course Rd., Austin, TX 78719~~

Contact Person and Title: NICHOLAS BROWNING

Phone: 512-865-1797 Fax:

Email Address: Nicholas.Browning@txdot.gov Contract Period: 2025-2027

Scope of Work: DELIVER AVIATION GASOLINES AND JET A FUEL

REFERENCE TWO

Government/Company Name: CITY OF DALLAS

Address: 2800 Municipal Street

Contact Person and Title: JEFF GLOVER

Phone: 214-670-1549 Fax:

Email Address: jeff.glover@dallascityhall.com Contract Period: 04-2025-2029

Scope of Work: PROVIDED BIODIESEL, GASOLINE AND DIESEL

REFERENCE THREE

Government/Company Name: DFW AIRPORT

Address: 1530 W. 27th Street, DFW Airport, TX. 75261

Contact Person and Title: MARK MARSH

Phone: (972) 973-4701 Fax:

Email Address: mmarsh@dfwairport.com Contract Period:

Scope of Work: PROVIDED E-III FUELS, AND RELATED FUELING SERVICES

SIGNATURE PAGE

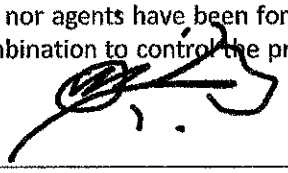
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

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

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

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

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

ATLANTIC PETROLEUM	
Bidder (Entity Name)	Signature
1445 NORTH LOOP W FRWY	ANTHONY NDAH
Street & Mailing Address	Print Name
HOUSTON, TX 77008	09-07-2026
City, State & Zip	Date Signed
7132232767	713-223-5797
Telephone Number	Fax Number
sales@atlanticpetro.com	
E-mail Address	

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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.**

NONE

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

09-07-2026

Date

Adopted 8/7/2015

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

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT -- OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 85th Leg., Regular Session.

OFFICE USE ONLY

Date Received

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.

1 **Name of Local Government Officer**

NONE

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

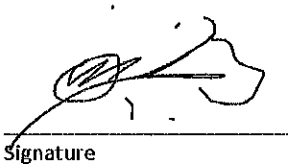
Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

Section 6: Affirmation of Prime Contractor

I am an authorized representative of the respondent listed in Section 1 ("Respondent"). I affirm that the information and supporting documentation submitted with this subcontracting plan is true and correct. Respondent understands and agrees that, if awarded a contract:

- Respondent will promptly notify all the subcontractors of their selection as a subcontractor for the contract. The notice must specify the contracting agency's name, point of contact for the contract, the contract award number, the subcontracting opportunity the subcontractor will perform and the value of the subcontract.
- Respondent must obtain approval from the contracting agency prior to modifying its subcontracting plan, including hiring subcontractors to perform any work under this contract.
- Respondent must submit progress assessment reports (PAR) with each invoice to the contracting agency. The PAR template is available on the Texas Comptrollers website.
- Respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and work site where services are being performed and provide documentation regarding staffing and other resources.



Signature

ANTHONY NDAH
Printed Name

PRESIDENT
Title

09-07-2026
Date (mm/dd/yyyy)

REQUIRED FORM FOR STATE FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

☒ I certify that ATLANTIC PETROLEUM [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is HOUSTON/TEXAS (city and state).

Taxpayer Identification Number (T.I.N.):	27-0129663
Company Name submitting bid/proposal:	ATLANTIC PETROLEUM
Mailing address:	1445 NORTH LOOP W FRWY, HOUSTON, TX 77008
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 account identification number assigned by the Jefferson County Appraisal District.

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

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

SENATE BILL 252 CERTIFICATION FORM

Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Government Code. Subtitle F, Title 10 Government Code by adding Chapter 2252.152 & 2252.153 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1. Does not do business with Iran, Sudan or any Foreign Terrorist Organization.
2. Will not do business with Iran, Sudan or any Foreign Terrorist Organization during the term of the contract.

Pursuant to Section 2252.51, Texas Government Code:

"Foreign Terrorist Organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

"Company" has the meaning assigned by Section 806.001.

I, (authorized official) ANTHONY NDAH, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2252.152 & 2252.153 and the company named below:

1. Does not do business with Iran, Sudan or any Foreign Terrorist Organization; and
2. Will do business with Iran, Sudan or any Foreign Terrorist Organization during the term of the contract; and
3. Is not currently listed on the State of Texas Comptroller's Companies Divestment Statue List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

ATLANTIC PETROLEUM

Company Name

Signature of Authorized Official

PRESIDENT — 09-07-2026

Title of Authorized Official — Date

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

SENATE BILL 252 CERTIFICATION

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

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF TEXAS COUNTY OF HARRIS

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

on this day personally appeared ANTHONY NDAH (name), who

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

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

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

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

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

Name and address of Bidder: ATLANTIC PETROLEUM

1445 NORTH LOOP W FRWY, HOUSTON, TX 77008

Fax: _____ Telephone# 713-223-2767

by: ANTHONY NDAH (print name) Title: PRESIDENT

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

ANTHONY NDAH on

this the 8th day of SEPTEMBER, 20 26.

MARLEY BUSTAMANTE
MY COMMISSION EXPIRES
DECEMBER 1, 2026
NOTARY ID: 134087548

_____
n and for
TEXAS

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

HOUSE BILL 89 VERIFICATION

Prohibition of Investing Public Funds in Certain Investments

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Government Code. Subtitle F, Title 10 Government Code by adding Chapter 2270. Chapter 2270 has been amended by the 89th Texas Legislature House Bill 34 effective September 1, 2025 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1. Does not and will not engage in scrutinized business operations with a "County of Concern" during the term of the contract; and
2. Does not and will not acquire a security issued by a "Country of Concern" or entity owned by, controlled by or subject to the jurisdiction of a "Country of Concern" during the term of the contract; and
3. Does not and will not invest or make a deposit in a bank with a principal place of business located in a "County of Concern" during the term of the contract; and

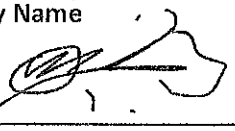
Pursuant to Section 2270.001, Texas Government Code:

1. **"Country of Concern"** 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 sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association, that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270 and the company named below is in compliance with Texas Government Code 2270 as listed above.

ATLANTIC PETROLEUM

Company Name



Signature of Authorized Official

PRESIDENT

Title of Authorized Official

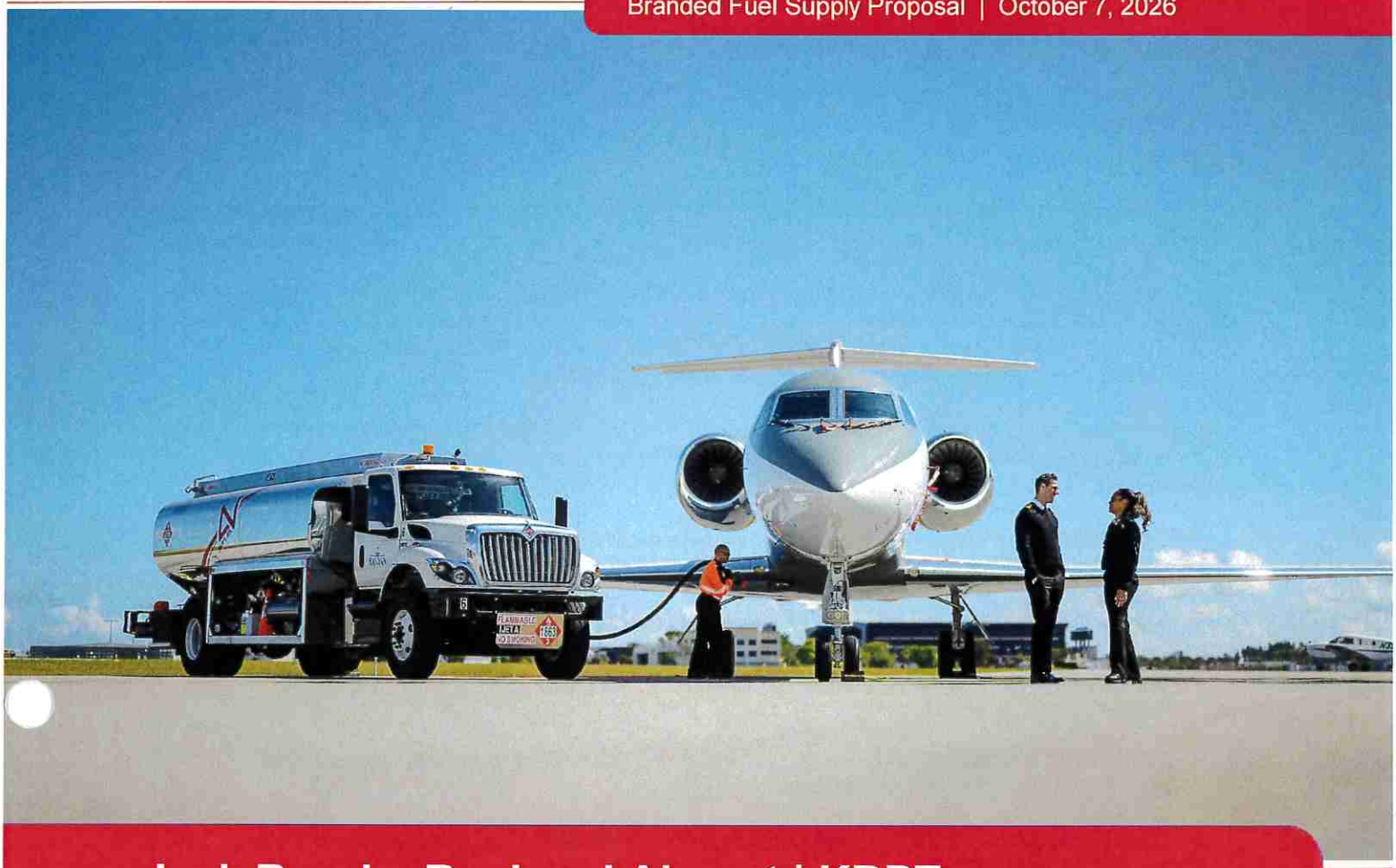
09-07-2026

Date

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

ORIGINAL

Branded Fuel Supply Proposal | October 7, 2026



Jack Brooks Regional Airport | KBPT

Prepared By:
Collin Cowsert, Area Manager – South Central, United States
Trent Reeder, Regional Manager – South Central, United States

On behalf of:
Avfuel Corporation | 47 West Ellsworth Rd. | Ann Arbor, MI 48108

CONFIDENTIAL
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Deborah Clark, Purchasing Agent | Jefferson County | 1149 Pearl Street, 1st Floor, Beaumont, Texas

October 7, 2026

Dear Deborah:

Thank you for taking the time to learn how Avfuel's comprehensive support systems can enhance Jack Brooks Regional Airport's operations.

The following proposal not only outlines Avfuel's ability to supply fuel and services for Jack Brooks Regional Airport, but also how Avfuel's programs and dedicated support team can help you realize your goals. How? **By leveraging our dedicated sales, marketing and support experts to actively nurture connectivity with current and prospective partners on your behalf.**

With a 50+ year track record of providing reliable, uninterrupted fuel supply, industry-leading solutions to support back-office operations, and traffic-generating marketing and sales support, Avfuel has a unique understanding of how to help Jack Brooks Regional Airport succeed in a competitive market.

Backed by proven solutions and 250+ dedicated employees, I am confident our partnership can help streamline your operations and accelerate your business. Working as a team, we plan to accomplish this with a number of high-value offerings, including:

- **REFUELING EQUIPMENT,** from the largest fleet offered by any fuel supplier, all built and maintained in-house.
- **IN-HOUSE TRAINING SOLUTIONS,** including PART 139 FAA-approved fuel safety, Avfuel programs, sales and customer service.
- **MARKETING AT NO COST** to assist your operation in promoting its facility and brand for the duration of the contract.
- **A CONNECTED AND ACTIVE PARTNER** that's not only engaged at a high-level in numerous industry endeavors, but also proactively connects you with industry stakeholders and initiatives.

With a half-century focus on aviation, Avfuel became the industry's first and foremost all-round aviation facilitator. Our diverse business lines and programs—from card processing and FBO training, to equipment and commercial fuel services—propelled us to the forefront of the aviation industry. We look forward to putting our programs, reputation, aviation commitment and *people* to work for you.

Best regards,

Collin Cowsert

Collin Cowsert, Area Manager – South Central, United States
Trent Reeder, Regional Manager – South Central, United States
Avfuel Corporation

CONFIDENTIAL Unpublished Bid Proposal Materials © 2026 Avfuel

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

LEGAL NOTICE
Advertisement for Invitation for Bids

September 1, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 26-055/CG) Term Contract for Aviation Fuel for Jack Brooks Regional Airport.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and to (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 Purchasing Department (1st Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Aviation Fuel for Jack Brooks Regional Airport**
BID NUMBER:	**(IFB 26-055/CG)**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, October 7, 2026**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffersoncountytx.gov.

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

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

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

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
The Examiner:
September 3, 2026 & September 10, 2026

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BID SUBMISSIONS: One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet in its entirety. Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda. Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/
Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications and plans revised as of July 27, 2026.

1. BIDDING.

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

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.

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.

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

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

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.

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 substitution(s) 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.

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.

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.

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.

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.

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.

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

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

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.

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 Department website. Vendors are responsible for monitoring the website in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

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.

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.

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.

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.

20. CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

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.

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. 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.

3. DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

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.

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.

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.

8. STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

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.

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.

11. PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

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.

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.

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.

15. MATERIAL SAFETY DATA SHEETS.

Under the "Hazardous Communications Act," commonly 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.

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.

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.

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. PROMPT PAYMENT.

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receiving 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 pursuant to Texas Government Code §2251.022.

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.

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.

2. CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral

statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

3. PRICE RE-DETERIMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4. 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.

5. CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

6. INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

7. PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

8. INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

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.

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.

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.

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.

13. SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during

non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

posted on the Purchasing web page at https://jeffersoncountytx.gov/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

with the submitted offer.

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

20. DEFINITIONS.

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. SMALL, MINORITY, WOMEN BUSINESS ENTERPRISE, VETHUB, DBE & ACDBE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small Business Concerns (HUBZone), Minority (MBE), women-owned (WBE) businesses, Veteran Heroes United in Business (VetHUB), Disadvantaged Business Enterprise (DBE) & Airport Concession Disadvantaged Business Enterprise (ACDBE) in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550 B
Dallas, TX 75247
214-920-2436
Website: www.mbda.gov/business-center/dallas-mbda-business-center
Email: admin1@mbdadallas.com

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: https://www.mbda.gov/zh-hans/business-center/el-paso-mbda-business-center
Email: treed@ephcc.org

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324 B
San Antonio, TX 78207
210-458-2480
Website: https://www.mbda.gov/zh-hans/business-center/san-antonio-mbda-business-center
Email: Jacqueline.jackson@utsa.edu

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):
Website: https://www.sba.gov/local-assistance

Dallas/Fort Worth District Office
150 West Parkway, Ste. 130
Euless, TX 76040
817-684-5500
Website: https://www.sba.gov/district/dallas-fort-worth
Email: dfwdo.email@sba.gov

El Paso District Office
211 N. Florence St, Ste. 201
El Paso, TX 79901
915-834-4600
Website: https://www.sba.gov/district/el-paso
Email: lee.vega@sba.gov

Houston District Office
8701 S. Gessner Dr, Ste. 1200
Houston, TX 77074
713-773-6500
Website: https://www.sba.gov/district/houston
Email: houston@sba.gov

Lower Rio Grande Valley District Office
2422 E. Tyler Ave, Suite E
Harlingen, TX 78550
956-427-8533
Website: https://www.sba.gov/district/lower-rio-grande-valley
Email: lrgvdo.email@sba.gov

San Antonio District Office
615 E. Houston St, Ste 298
San Antonio, TX 78205
210-403-5900
Website: https://www.sba.gov/district/san-antonio
Email: sado.email@sba.gov

West Texas District Office
1205 Texas Ave, Room 408
Lubbock, TX 79401
806-472-7462
Website: https://www.sba.gov/district/west-texas
Email: lubdo@sba.gov

VetHUB certification information can be found at:

Statewide Procurement Division VetHUB Program
P.O. Box 13186
Austin, TX 78711
512-463-5872
Website: https://comptroller.texas.gov/purchasing/vendor/hub
Email: vethubprogram@cpa.texas.gov

HUBZone small business concern certification information can be found at:

U.S. Small Business Administration
409 3rd St., SW
Washington, DC 20416
866-722-4357
Website: https://www.sba.gov/federal-contracting/contracting-assistance-programs

Email: certifications@sba.gov

DBE & ACDBE certification information can be found at:

Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701
512-416-4700
Website: https://txdot.txdotcms.com
Email: civilrights@txdot.gov

PROPOSER: INSERT HUBZone SBE, VetHUB, MBE, WBE, DBE or ACDBE Certification behind this page.

NOT APPLICABLE

SECTION 2: FEDERALLY MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.318-327 & §200.327 APPENDIX II TO 2 CFR §200 & THE FEDERAL AVIATION ADMINISTRATION

The following are Federally mandated contract provisions for Non-Federal Entity (NFE) Contracts with contractors/vendors that may arise from this offer if funded under Federal Awards, as applicable. All contracts shall be in accordance with the current version of Mandated Contract Provisions at time of procurement, as applicable.

During the performance of this contract, the bidder/proposer agrees as follows:

A. Contracts for more than the simplified acquisition threshold ($350,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Breach of Contract - Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Jefferson County will provide contractor written notice that describes the nature of the breach and corrective actions the contractor must undertake in order to avoid termination of the contract. Jefferson County reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Jefferson County elects to terminate the contract. Jefferson County's notice will identify a specific date by which the contractor must correct the breach. Jefferson County may proceed with termination of the contract if the contractor fails to correct the breach by deadline indicated in Jefferson County's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Termination for Convenience:

Jefferson County may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Jefferson County. Upon receipt of a written notice of termination, except as explicitly directed by Jefferson County, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to Jefferson County all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.

6. Take action as directed by the owner to protect and preserve property and work related to this contract that Jefferson County will take possession.

Jefferson County agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), as amended by Executive Order 14173, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Complete Civil Rights Compliance Form in these specifications.

D. Civil Rights – Title VI Assurance: Jefferson County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations

under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.) prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. Davis-Bacon Act

As amended (40 U.S.C. 3141-3148). Prime construction contracts in excess of $2,000 are in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. All suspected or reported violations will be reported to the Federal awarding agency by Jefferson County. The following is the current prevailing wage determination issued by the Department of Labor at time of solicitation:

F. Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3,

Applicable or all prime construction contracts above $2,000 and when the Davis-Bacon Act also applies, for all contracts and subcontracts. The Copeland "Anti-Kickback" Act clause is not federally required for procurements under FEMA's PA or HMA Programs.

"Compliance with the Copeland "Anti-Kickback" Act.

1) Contractor. The Contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Entity providing funding may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

G. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

"Compliance with the Contract Work Hours and Safety Standards Act" in accordance with 29 CFR §5.5 (b)(1)-(5).

1) ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

3) ***Withholding for unpaid wages and liquidated damages*** —
   - ***i. Withholding process.*** The Federal agency providing funding or Jefferson County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
   - ***ii. Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
     - (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
     - (B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
(D) A contractor's assignee(s);
(E) A contractor's successor(s); or
(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5) ***Anti-retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
   i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
   ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
   iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
   iv. Informing any other person about their rights under CWHSSA or this part.

"Further Compliance with the Contract Work Hours and Safety Standards Act" in accordance with 29 CFR §5.5 (c) for any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR § 5.1

1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.
2) Records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of Jefferson County, the Department of Homeland Security, the Federal Entity providing funding and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

H. Rights to Inventions Made Under a Contract or Agreement.

1) If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
2) The vendor/contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f), Rights to Inventions).

I. Clean Air Act (42 U.S.C. 7401-7671q.) **and the Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended for all contract amounts in excess of $150,000.

1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* and pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et. Seq.*
2) The contractor agrees to report each violation to Jefferson County and understands and agrees that Jefferson County will, in turn, report each violation as required to assure notification to the Federal Entity from which Jefferson County has received a Federal Award, and the appropriate Environmental Protection Agency Regional Office.
3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by a Federal Entity.

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award pursuant to (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Complete Debarment/Suspension Certification Form in these specifications.

I. Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352) Contractors must sign and submit certification to Jefferson County with each bid or offer exceeding $100,000. Complete Byrd Anti-Lobbying Certification Form in these specifications.

J. Procurement of recovered materials. 2 CFR § 200.323. 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.

1) Competitively within a timeframe providing for compliance with the contract performance schedule;
2) Meeting contract performance requirements; or
3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA (www.epa.gov). The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

M. Prohibition on certain telecommunications and video surveillance equipment or services. 2 CFR § 200.216. As of November 12, 2020, all Federally funded project recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all Federally-funded contracts and subcontracts, including any purchase orders.

1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause
2) Prohibitions.
    a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
    b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Agency to:
        i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
        ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
        iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
        iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
    c. Exceptions.
        i. This clause does not prohibit contractors from providing
            1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide.
            2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
        ii. By necessary implication and regulation, the prohibitions also do not apply to:
            1. Covered telecommunications equipment or services that:
                a. Are not used as a substantial or essential component of any system; and
                b. Are not used as critical technology of any system.
            2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
    d. Reporting requirement.
        i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(ii) of this clause to the recipient or

subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

N. Prohibition of Covered Unmanned Aircraft Systems (UAS): The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

O. Domestic preferences for procurements. 2 CFR § 200.322.

1) The contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
2) For purposes of this section:
   a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

P. Buy American Preferences for Infrastructure Projects

"Build America, Buy America Act (BABAA) 2 CFR part 184. Complete Build America, Buy America Act (BABAA) Certification Form in these specifications.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to Jefferson County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the funding Federal Agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the funding Federal Agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to the funding Federal Agency.

Q. Occupational Safety and Health Act of 1970 - All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

R. Seismic Safety - The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

S. Access to Records and Reports - The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide Jefferson County, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

T. Federal Fair Labor Standards Act (Federal Minimum Wage) - All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

U. Trade Restriction Certification - By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR .

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to Jefferson County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through Jefferson County cancellation of the contract or subcontract for default at no cost to Jefferson County or the FAA.

V. Veteran's Preference - In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

W. Tax Delinquency and Felony Convictions - The Contractor shall be required to complete the certification regarding tax delinquency and felony convictions included in these contract documents.

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

X. Prohibition of Segregated Facilities –

1. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract
2. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
3. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

Y. Distracted Driving - In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, Jefferson County encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

Z. Procurement of Recovered Materials - Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or,
2. The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement- guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

1. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
2. Fails to meet reasonable contract performance requirements; or
3. Is only available at an unreasonable price.

AA. Disadvantaged Business Enterprise - The Contractor, subrecipient or subcontractor shall not discriminate on the basis of social or economic status in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53)

The prime contractor must not terminate a DBE subcontractor listed in bid without prior written consent of Jefferson County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from Jefferson County. Unless Jefferson County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Jefferson County may provide such written consent only if Jefferson County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.Before transmitting to Jefferson County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Jefferson County, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Jefferson County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Jefferson County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Jefferson County may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

The Contractor Avfuel Corporation certifies or affirms the agreement and compliance will all Federally mandated contract provisions listed above in Section 2 where applicable.

Signature of Contractor's Authorized Official

Jonathan Boyle, Vice President of Contract Fuel, and Full Load Sales

Name and Title of Contractor's Authorized Official

October 5, 2026

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause) as amended by Executive Order 14173

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

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

Signature of Contractor's Authorized Official

Jonathan Boyle, Vice President of Contract Fuel, and Full Load Sales

Name and Title of Contractor's Authorized Official

October 5, 2026

Date

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

DEBARMENT/SUSPENSION CERTIFICATION

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

1. The bidder/proposer certifies, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 and 12689. The term "principal" is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the contractor. The contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

2. The bidder/proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

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

Signature of Contractor's Authorized Official

Jonathan Boyle, Vice President of Contract Fuel, and Full Load Sales

Name and Title of Contractor's Authorized Official

October 5, 2026

Date

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Jonathan Boyle, Vice President of Contract Fuel, and Full Load Sales

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

October 5, 2026

Date

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

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11 The certifying official shall sign and date the form, print his/her name, title, and telephone number

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 2050

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application ____ b. initial award c. post-award	**Report Type:** a. initial filing ____ b. material change
Name and Address of Reporting Entity: ____ Prime ____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee, Enter** Name and Address of Prime: **Congressional District, if known:**	
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
Federal Action Number, *if known:*	**8. Award Amount,** *if known:* $	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

NOT APPLICABLE

BUILD AMERICA, BUY AMERICA ACT (BABAA) CERTIFICATION

"The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the _____ project that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with Federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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

NOT APPLICABLE

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/

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

Bids must be submitted in complete original form by mail or messenger to the following address:
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

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

All submissions must be received by 11:00 am CT, Wednesday, October 7, 2026.

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

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

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

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

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

COUNTY HOLIDAYS (2026):

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

Submissions During Time of Inclement Weather, Disaster, or Emergency:

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Cindy Greene, Contract Specialist** at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at deb.clark@jeffersoncountytx.gov. The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, Monday, September 14, 2026.**

4. VENDOR REGISTRATION (System for Award Management).

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

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

Entity Information

AVFUEL CORP

● Active Registration

Unique Entity ID
EVM5L8672MN5

CAGE/NCAGE
1G5K1

Expiration Date
Aug 3, 2027

Physical Address
47 W Ellsworth RD
Ann Arbor, Michigan
48108, United States

Mailing Address
47 W Ellsworth RD
Ann Arbor, Michigan
48108, United States

rpose of Registration
Awards

Version

Current Record

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

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

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

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

A sample of a completed FORM 1295 is included on **PAGE 40**.

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

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

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

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

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

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

SAMPLE COMPLETED FORM 1295

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

CERTIFICATE OF INTERESTED PARTIES FORM **1295**

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

OFFICE USE ONLY

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

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

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

JEFFERSON COUNTY, TEXAS

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

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

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

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

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

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

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

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

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

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

ADD ADDITIONAL PAGES AS NECESSARY

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

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

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

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

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

Avfuel Corporation
Ann Arbor, MI United States

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

Jefferson County, Texas

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

IFB 26-055/CG
Aviation fuel and services

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

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

6 **UNSWORN DECLARATION**

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

My address is 47 West Ellsworth, Ann Arbor, MI, 48178, United States.
(city) (state) (zip code) (country)

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

Executed in Washtenaw County, State of Michigan, on the 5th day of October, 2026.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

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 11 Below)

11. WORKERS' COMPENSATION INSURANCE

1. Definitions:
   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.
   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.
   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.
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.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 10 above**.
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.
5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
   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
   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.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
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.
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. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
    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.
    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.
    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.
    4. Obtain from each person with whom it contracts, and provide to the Contractor:
        1. A certificate of coverage, prior to the other person beginning work on the project; and
        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.
    5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
    6. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
    7. Contractually require each person with whom it contracts to perform as required by paragraphs **11.1. – 11.7**., with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/28/2026

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:	
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: avsurance@avfuel.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Underwriters Lloyds of London	15792
INSURER B : Travelers Property Casualty Co	36161
INSURER C : Bridgeway Insurance Company	12489
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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:	X		B0180AV2600771	7/1/2026	7/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 50,000,000 $ 500,000 $ 50,000 $ 25,000,000 $ 50,000,000 $ 50,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			7N029618	10/1/2026	10/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			8E-A7-XL-0002075-04	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1000002147	5/1/2026	5/1/2027	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
E	Commercial Umbrella			G21984796021	10/1/2025	10/1/2026	Umbrella	11,000,000
F	Commercial Umbrella			CEX0960184410	10/1/2025	10/1/2026	Excess	20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as additional insured on general liability policy.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 26-055/CG) Term Contract for Aviation Fuel for Jack Brooks Regional Airport

Bidder's Company/Business Name: Avfuel Corporation

Bidder's TAX ID Number: 38-2073252

***If Applicable*:** **HUB Vendor No.** Not Applicable **DBE Vendor No.** Not Applicable

Contact Person: Collin Cowsert **Title:** Area Manager – South Central, United States **Phone Number (with area code):** (734) 358 – 7012

Alternate Phone Number if available (with area code): (734) 663 – 6466 ext. 20245

Fax Number (with area code): (734) 663 – 1681

Email Address: ccowsert@avfuel.com

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

47 West Ellsworth Road
Address
Ann Arbor, Michigan, 48108
City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 26-055/CG.

SCOPE OF PROJECT:

It is the intent of Jefferson County to solicit aviation fuel bids for the Jack Brooks Regional Airport. **The contract shall be for a period of three (3) years from October 31, 2026 through October 30, 2029.**

Price Formula

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

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

Prices will be based on the previous week's average. The Weekly report will be the reference for prices for all purchases made beginning the following Wednesday for a period of one (1) week, which would be from Wednesday through Tuesday.

Bidder will furnish a computer printout each week showing the above calculations and prices in effect for the period, to be emailed to Megan Miller, Airport Financial Analyst at megan.miller@jeffersoncountytx.gov and Elisabeth LeBlanc, Airport Fuel Supervisor at Elisabeth.leblanc@jeffersoncountytx.gov.

All price changes will be emailed to Megan Miller, Airport Financial Analyst at megan.miller@jeffersoncountytx.gov and Elisabeth LeBlanc, Airport Fuel Supervisor at elisabeth.leblanc@jeffersoncountytx.gov and any other airport personnel as requested.

Bids not based on the above formula prices shall be rejected.

Quote F.O.B. delivered to storage tanks, Jack Brooks Regional Airport, Beaumont, Texas, with delivery and unloading charges prepaid. Bidder bears freight charges.

As of August 11, 2026, Jefferson County is subject to and pays taxes and fees as follows:

Tax or Fee	AV Gas Low Lead 100	Jet A
FET	$0.19400	$0.24300
Fed Lust	$0.00000	$0.00100
Fed Superfund Fee	$0.00428	$0.00428
Texas Petro Delivery	$0.00088	$0.00000
Total Tax/Fee per Gallon	**$0.19916**	**$0.24828**

Include state fees and federal taxes totaling $0.19916 per gallon on AV Gas Low Lead 100 and federal taxes of $0.24828 per gallon on Jet A in your price.

Bidder shall furnish a copy of published specifications for fuels required under this invitation to bid.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bids in response to this request, and Jefferson County will not reimburse bidders for these expenses.

Approximate Annual Usage

Estimated volume is indicated below. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder as required. **Minimum Orders are not acceptable.**

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract. Interpretation and enforcement of this agreement shall be according to the laws of the State of Texas.

Technical Specifications

Aviation gasoline for civil and commercial service, herein referred to as AV Gas Low Lead 100, shall meet the current requirements of the American Society of Testing and Materials as set forth in the ASTM D 910, Grade 100LL.

Aviation turbine fuel, herein referred to as Jet A, shall meet the current requirements of ASTM D1655 for Kerosene-type commercial fuels, and **shall not be pre-blended with anti-icing additive.**

Estimated Volume

We estimate our purchases will be approximately as follows. In the past twelve (12) months, total Jack Brooks Regional Airport volume has been approximately 40,000 gallons of AV Gas Low Lead 100 and 740,000 gallons of Jet A. Of this volume, all was purchased by the County for resale. These figures serve as estimates only and no promise is made or implied that these quantities will be purchased.

Credit Cards/"Effective" Bids

Bids shall offer credit card processing for all major credit cards for sales to private aircraft owners and pilots. Service fees (if any) for credit cards must be included in bid. Credit card service fees will be considered when bids are evaluated. It is estimated, based on our previous experience, that our total AV Gas Low Lead 100 volume will be for resale and that 95% of this volume will be credit card sales. We can expect 90% of the Jet A resale volume will be purchased with credit cards. Bids with credit card fees will be factored in order to develop "effective" bids using increments of one cent for percentage point of credit card service fee quoted. For example, a credit card fee of 3% will cause an increment of $0.03 to be added to the price per gallon in order to develop the "effective" bid. Bids shall include the provision of point-of-sale software and all necessary hardware, including touch-screen handling of all transactions, with integration to most accounting software. Bids must include any monthly fees for network connections and maintenance.

All point of sale software for credit card processing must also be able to handle any and all military credit card transactions. Jack Brooks Regional Airport serves military customers and must be able to process military

AIRCARDs. If bidder is unable to process military customer payments, bidder must notify the County in their response.

Bidder must specify any and all software and hardware available, for point of sale and other fuel management activities.

Branded or Unbranded

Bids may be for Branded or Unbranded supply contracts; however, bidder must specify.

Training, Quality Control and Risk Management

Bidders will provide most current electronic versions of the ATA103 manual and NFPA407 manual annually at no cost to the County. Bidders offering FAA approved FAR part 139, ATA 103 training, or other training and seminars should attach such offers to their bid, including approximate costs. Training costs must be included as part of the vendor's proposal.

Refueler

Bid shall include provision of one (1) 3,000-gallon Jet A re-fueler truck. Jefferson County also requests one (1) additional 5,000-gallon Jet A re-fueler truck and one (1) AV Gas Low Lead re-fueler truck. Bids shall include full maintenance coverage except for tires and batteries and must be no more than five (5) years old at the time of delivery. Bidder must specify how service issues will be handled and where the repair services are located. If repair services are outside of Jefferson County, bidder must specify how they intend to move truck and if there will be a replacement truck.

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

Jet A minimum truck specifications must include the following:

- 15 Gallon Stainless Steel Prist Tank with Viper Injection System
- Single Point Delivery
- Overflow Protection
- 240 GPM Singlepoint Nozzle with Digital Meter Readout
- Two (2) 75 GPM Overwing Nozzle fuel Flow Capability – must be driver side center-mount
- Brake Interlock
- Automatic Transmission
- Automatic Prist Injection
- Compliance with all ATA 103 Regulation and NFPA407 Regulations
- Bottom load point located on passenger side
- LED Meters
- Aluminum or Stainless-Steel Oil Cabinet
- Ladder Brackets
- Parts Manual included in Operators Manual.
- Air Conditioning

AV Gas Low Lead minimum truck specifications must include the following:

- LED Meters
- Compliance with all ATA 103 Regulation and NFPA407 Regulations
- Stainless Steel Tank
- Overflow Protection
- Brake Interlock
- Automatic Transmission
- Bottom load point located on passenger side
- Aluminum or Stainless-Steel Oil Cabinet
- Ladder Brackets
- Parts Manual included in Operators Manual
- Air Conditioning

Into-Plane Contract Fuel

Bidders may offer "Into-Plane Contract Fuel" programs. The County may accept or reject such programs independent of other items bid within this request.

Software Programs

Bidders will provide any fueling or credit card software programs they may offer, with any fees associated with each software program.

Co-Mingle

Jefferson County will not accept a bid that proposes co-mingling of fuel.

Signs

The successful bidder shall provide and install signs and emblems acceptable to the Airport Manager, identifying the brand name of fuel provided, grades, and current prices. Signs shall be clearly visible to airplane personnel as they approach the fueling station.

Additional Marketing Support

Bidders desiring to offer cooperative advertising and other marketing support should attach such offer to bid. The Jack Brooks Regional Airport desires to have hats and umbrellas provided as part of a joint marketing program. Provide details of available programs and any associated cost.

County Equipment

The County owns one (1) 750 gallon capacity AV Gas Low Lead 100 truck.

Contact

For further information, bidder may contact Alex Rupp, Airport Director, Jack Brooks Regional Airport at 409-719-4900.

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

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

Avfuel Corporation
Company Name

47 West Ellsworth Road
Address

Ann Arbor | Michigan | 48108
City | State | Zip

Collin Cowsert
Signature of Person Authorized to Sign

Collin Cowsert
Printed Name

Area Manager – South Central, United States
Title

For clarification of this offer, contact:

Collin Cowsert, Area Manager – South Central, United States
Name & Title

(734) 358 – 7012 | (734) 663 – 1681
Phone | Fax

ccowsert@avfuel.com
E-mail

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Aviation Fuel for Jack Brooks Regional Airport for a Contract Term of three (3) years from October 31, 2026 to October 30, 2029.

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 26-055/CG, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

Addendum to IFB

IFB NUMBER: **IFB 26-055/CG**

IFB TITLE: **Term Contract for Aviation Fuel for Jack Brooks Regional Airport**

IFB DUE BY: **11:00 am CT, Wednesday, October 7, 2026**

ADDENDUM NO.: **1**

ISSUED (DATE): **September 15, 2026**

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

Reason for Issuance of this Addendum: Vendor Questions

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

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

ATTEST:

Travis Burnette
Witness

Trent Reeder
Witness

Approved by ____ Date: _____

Collin Cousey
Authorized Signature (Respondent)

Area Manager, South Central, United States
Title of Person Signing Above

Avfuel Corporation
Typed Name of Business or Individual

47 West Ellsworth Road, Ann Arbor, MI 48108
Address

BID FORM

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

Item 1. AvGas 100 Low-Lead

Price for AvGas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline-mid, Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

AvGas estimated annual sales are approx. 40,000 gallons, however to make bidding easier, the average annual amount will be 41,000 gallons, based on an average of 8,200 gallons per load delivered and 5 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
A.	Platts Reference Price on [08/25/2026]	$ 3.48930
B.	Bidder's Markup (Dollars not Percentage)	$ 1.02090
C.	Federal Excise Tax	$ 0.19400
D.	Federal Superfund Fee	$ 0.00428
E.	Texas Petro Delivery	$ 0.00082
F.	Transport Per Gallon (If Applicable)	$ 0.17688
G.	Subtotal Fees per Gallon (Sum A to F)	$ 4.88618
H.	Estimated Annual Quantity (Gallons)	41,000
I.	Annual Price (Line G times Line H)	$200,333.38000

J.	Fee per Delivery (If Any):	$0.00000
K.	Est Deliveries per Year	5
L.	Annual Delivery Price (Line J times Line K):	$0.00000

M.	Annual Total Cost for Delivered Fuel: (Line I plus Line L):	$200,333.38000

BID FORM (Continued)

Item 2. Jet A

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

Jet estimated annual sales are approx. 740,000 gallons, however to make bidding easier, the average annual amount will be 742,600 gallons, based on an average of 7,900 gallons per load delivered and 95 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
N.	Platts Reference Price on [08/25/2026]	$ 3.85490
O.	Bidder's Markup (Dollars not Percentage)	$ 0.38090
P.	Federal Excise Tax	$ 0.24300
Q.	Federal LUST Tax	$ 0.00100
R.	Federal Superfund Fee	$ 0.00428
S.	Transport Per Gallon (If Applicable)	$ 0.17824
T.	Subtotal Fees per Gallon (Sum N to S)	$ 4.66232
U.	Estimated Annual Quantity (Gallons)	742,600
V.	Annual Price (Line T times Line U)	$ 3,462,238.83200

W.	Fee per Delivery (If Any):	$ 0.00000
X.	Est Deliveries per Year	95
Y.	Annual Delivery Price (Line W times Line X):	$ 0.00000

Z.	Annual Total Cost for Delivered Fuel: (Line V plus Line Y):	$ 3,426,238.83200

BID FORM (Continued)

Item 3. Credit Cards Honored and Service Fees:

Please provide service rates per card identified and any other cards honored:

AMEX	3.45%
VISA	1.89% Qualified
MasterCard	1.89% Qualified
Discover	2.50%
MultiServe	2.85%
AIR Card	0.00% Contracted 6.05% Non-contracted
AVCard	2.45%
Other: Avfuel Pro Card	0% Contract Fuel 2.25% Non-Fuel Items
Other: Avfuel Retail Card	0% Avgas 2.25% Non-Fuel Items
Other: Avfuel Contract Fuel	0% Contract Fuel

Item 4. Additional Marketing Support

Bidder must include cost for annual marketing support, co-op advertising, etc.

Bidder may include detailed marketing programs available with proposal.

$0.005 co-op funding on all gallons, at no cost to Jack Brooks Regional Airport

Item 5. Refueler Truck -Required Primary

3,000 Gallon Jet A Refueler Truck - Annual Cost:	$0
Year/Make/Model: 2026, International HV607	

Item 6. Refueler Trucks - Required Additional

5,000 Gallon Jet A Refueler Truck - Annual Cost:	$0
Year/Make/Model: 2026, Freightliner M2	

AvGas Refueler Truck - Annual Cost:	$0
Year/Make/Model: 2026, Isuzu NPR HD	

Jack Brooks Regional Airport is responsible for the replacement of batteries, and tires. Avfuel is responsible for all other maintenance.

BID FORM (Continued)

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 ___X___ Date Received September 15, 2026

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

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

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: City of McKinney

Address: 1508 East Industrial Airport Blvd. McKinney, TX 75070

Contact Person and Title: Andrew Griffin, General Manager

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

Email Address: agriffin2@flytki.com Contract Period: Avfuel Branded Dealer since 2014

Scope of Work: Aviation fuel supply, and related services.

REFERENCE TWO

Government/Company Name: City of Sugar Land DBA Global Select

Address: 12888-B Highway 6 South Sugar Land, TX 77498

Contact Person and Title: Mitchell Davies, Director of Aviation

Phone: (281) 275 - 2100 Fax:

Email Address: mdavies@sugarlandtx.gov Contract Period: Avfuel Branded Dealer since 2026

Scope of Work: Aviation fuel supply, marketing support and related services.

REFERENCE THREE

Government/Company Name: City of Killeen

Address: 8101 South Clear Creek Road, Killeen, TX 76549

Contact Person and Title: Jarrod Provost, Assistant Director

Phone: (254) 501 - 8758 Fax: (254) 501 - 8757

Email Address: jprovost@killeentexas.gov Contract Period: Avfuel Branded Dealer since 2005

Scope of Work: Aviation fuel supply, marketing support and related services.

SIGNATURE PAGE

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

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

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

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

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

Avfuel Corporation	
Bidder (Entity Name)	Signature
47 West Ellsworth Road	Jonathan Boyle
Street & Mailing Address	Print Name
Ann Arbor, MI 48108	October 5, 2026
City, State & Zip	Date Signed
(734) 663 - 6466	(734) 663 - 9719
Telephone Number	Fax Number
jboyle@avfuel.com	
E-mail Address	

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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 9/7/2015

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

NOT APPLICABLE

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT — FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

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

4 Description of the nature and extent of employment or other business relationship with vendor named in item 3

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

NOT APPLICABLE

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBZone, DBE, ACDBE or VetHUB vendors 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 HUBZone, DBE, ACDBE or VetHUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUBZone, DBE, ACDBE or VetHUB 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 HUBZone, DBE, ACDBE or VetHUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☒ No	3. **Provide** HUBZone, DBE, ACDBE or VetHUBs 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 HUBZone, DBE, ACDBE or VetHUBs, and not reject bids from vendors that qualify as lowest and responsive Bidders?
☐ Yes	☒ No	5. **Document** reasons HUBZone, DBE, ACDBE or VetHUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected vendors?
☒ Yes	☐ No	6. If Prime Contractor/Consultant has zero (0) HUBZone, DBE, ACDBE or VetHUB 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.

Collin Cowsert
Printed Name of Authorized Representative

Collin Cowsert
Signature

Area Manager, South Central, United States
Title

October 5, 2026
Date

REQUIRED FORM FOR FEDERALLY OR STATE FUNDED PROCUREMENTS

Bidder: Please complete this form and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HUBZone, DBE, or ACDBE CERTIFIED VENDORS

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 HUBZone Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ Certified: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

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 "Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

NOT APPLICABLE

HUBZone, DBE or ACDBE CERTIFIED VENDOR SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Prime Contractor: _____ Certified: ☐ Yes ☐ No

Certification Type: _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total Certified Subcontracts: $ _____

Construction Certification Goals: HUBZone _____% DBE _____% ACDBE _____%

FOR OFFICE USE ONLY:

Verification date Jefferson County reviewed and verified Sub information Date: _____ Initials: _____

PART I. CERTIFIED SUBCONTRACTOR DISCLOSURE

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

NOT APPLICABLE

HUBZone, DBE or ABCDE CERTIFIED VENDOR SUBCONTRACTING PARTICIPATION DECLARATION FORM

Certified Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

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: _____

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

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 Certified Subcontractor Participation may be verified with the Certified Subcontractor(s) listed on Part I.

REQUIRED FORM FOR FEDERALLY FUNDED PROCURMENTS
Bidder: Please complete this form and include with bid submission.

NOT APPLICABLE

HUBZone, DBE or ACDBE CERTIFIED VENDOR SUCONTRACTING PARTICIPATION DECLARATION FORM

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING CERTIFIED SUBCONTRACTING GOALS

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the Certification goals for this project for the following reasons:

- ☐ All Subcontractors to be utilized are "Non-Certified." *(Complete Part III)*
- ☐ Certified vendors were solicited but did not respond.
- ☐ Certified vendors solicited were not competitive.
- ☐ Certified vendors were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County Purchasing Office contacted for assistance in locating vendors? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-CERTIFIED" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-Certified" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-Certified" 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-Certified" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

NOT APPLICABLE

HUBZone, DBE or ACDBE CERTIFIED VENDOR
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 *HUBZone, DBE & ACDBE Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

NOT APPLICABLE

VetHUB SUBCONTRACTING PLAN

Section 1: Respondent Information

Respondent (Company) Name

Point of Contact | Email Address | Phone Number

Is your company a State of Texas Certified VetHUB? Yes No

Solicitation No. | Bid Response Due Date (mm/dd/yyyy)

Section 2: Declaration of Self-performing or Subcontracting

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods and services will be subcontracted. 34 Texas Administrative Code Section 20.282 defines a "Subcontractor" as an entity that contracts with a prime contractor to work or contribute toward completing work under a purchase order or other contract. *The term does not include employees of the contractor but includes contracted workers who will work on the contract.*

Will your company fulfill the entire contract with its own resources, including employees, goods and services?

Yes, my company will self-perform the entire contract.
Submit sections 1-3.

No, my company will subcontract portions of the contract.
Submit sections 1 and 4.

Section 3: Affirmation of Self-performing Contractor

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in Section 1, and that the information and supporting documentation submitted with the subcontracting plan is true and correct. Respondent understands and agrees that, if awarded any portion of the contract:

- The respondent must seek approval from Jefferson County prior to making any modifications to its subcontracting plan, including hiring subcontractors to perform any work under this contract. If the subcontracting plan is modified without Jefferson County's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow Jefferson County to perform on-site reviews of the company's headquarters and/or work site where services are being performed and must provide documentation regarding staffing and other resources.

Signature | Printed Name

Title | Date (mm/dd/yyyy)

NOT APPLICABLE

Section 4: Respondent's Subcontracting Opportunities

This section must be completed by all respondents who propose to subcontract portions of the contract work.

List below all opportunities (commodities, services or contractor staffing) you will subcontract. Also, based on the total value of the contract, provide the percentage of the contract you expect to subcontract to certified VetHUBs, and the percentage of the contract you expect to award to other subcontractors.

Search NIGP Code Book at https://commbook.app.cpa.state.tx.us/

Item Number	Subcontracting Opportunity Description	NIGP Code	VetHUB-certified subcontracted percentage of total contract	Other subcontracted percentage of total contract
1			%	%
2			%	%
3			%	%
4			%	%
5			%	%
6			%	%
7			%	%
8			%	%
9			%	%
10			%	%
11			%	%
12			%	%
13			%	%
14			%	%
15			%	%
16			%	%
17			%	%
18			%	%
19			%	%

NOT APPLICABLE

Section 5.1: Subcontracting Opportunity

Submit a copy of Section 5 for each subcontracting opportunity you listed in Section 4. Download additional forms at https://comptroller.texas.gov/purchasing/vendor/hub/forms.php.

Enter the item number and description of the subcontracting opportunity you listed in Section 4.

Item Number	Subcontracting Opportunity

Section 5.2 Mentor Protégé Program

If respondent is participating as a mentor in a state of Texas Mentor Protégé Program, submitting a protégé (protégé must be a state of Texas certified VetHUB) as a subcontractor to perform the subcontracting opportunity listed in **Section 5.1** constitutes a good faith effort for that specific portion of work.

Circle (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in Section B-1 to your protégé.

No. Go to Section 5.3.

Yes. Go to Section 5.4.

Section 5.3 Notification of Subcontracting Opportunity

Demonstrate your good faith effort to notify Texas certified VetHUBs by communicating each subcontracting opportunity you listed in Section 4.

Search the VetHUB Directory by business category or NIGP code to identify appropriate VetHUBs that work in the area where you are seeking subcontractors. Certified VetHUBs can be sourced using the VetHUB-only search and will be marked with the Active Bidder (A-Approved) VetHUB status.

Send either the **Subcontracting Opportunity Notification template** or an email notice that includes at minimum:

Scope of work
Location to review plans and specifications (if applicable)
Bonding and insurance requirements
Required qualifications
Name of agency
Agency's point of contact
Agency point of contact phone number
Solicitation Number
Prime Contractor's name
Prime Contractor's contact email
Prime Contractor's phone number
Date response required; allow at least seven business days to response excluding weekends and County holidays.

NOT APPLICABLE

Save copies of emails sent to VetHUBs and the responses received and attach to your subcontracting plan to document the good faith effort. A contract shall not be awarded to a prime contractor whose subcontracting plan good faith effort does not contain accurate supporting documentation.

List two VetHUBs you notified of the subcontracting opportunity listed in Section 5.3. Include the company's Texas Vendor Identification (VID) Number, the date of the notice and indicate whether the HUB responded.

Company Name	Texas VID (Do not enter Social Security Nos.)	Date Notice Sent (mm/dd/yyyy)	VetHUB Response
			Yes No
			Yes No

Section 5.4 Subcontractor Selection

A copy of Section 5 must be completed for each subcontracting opportunity you listed in Section 4. Download additional forms at https://comptroller.texas.gov/purchasing/vendor/hub/forms.php.

Company	Certified	Texas VID or Federal EIN (Do not enter Social Security Number)	Approximate Dollar	Expected Percentage of Contract
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%

NOT APPLICABLE

Section 6: Affirmation of Prime Contractor

I am an authorized representative of the respondent listed in Section 1 ("Respondent"). I affirm that the information and supporting documentation submitted with this subcontracting plan is true and correct. Respondent understands and agrees that, if awarded a contract:

- Respondent will promptly notify all the subcontractors of their selection as a subcontractor for the contract. The notice must specify the contracting agency's name, point of contact for the contract, the contract award number, the subcontracting opportunity the subcontractor will perform and the value of the subcontract.
- Respondent must obtain approval from the contracting agency prior to modifying its subcontracting plan, including hiring subcontractors to perform any work under this contract.
- Respondent must submit progress assessment reports (PAR) with each invoice to the contracting agency. The PAR template is available on the Texas Comptrollers website.
- Respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and work site where services are being performed and provide documentation regarding staffing and other resources.

Signature	Printed Name
Title	Date (mm/dd/yyyy)

REQUIRED FORM FOR STATE FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

NOT APPLICABLE

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☒ I certify that Avfuel Corporation [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Ann Arbor, Michigan (city and state).

Taxpayer Identification Number (T.I.N.):	38-2073252
Company Name submitting bid/proposal:	Avfuel Corporation
Mailing address:	47 West Ellsworth Road, Ann Arbor, Michigan 48108
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property account identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

Prohibition of Investing Public Funds in Certain Investments

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Government Code. Subtitle F, Title 10 Government Code by adding Chapter 2270. Chapter 2270 has been amended by the 89th Texas Legislature House Bill 34 effective September 1, 2025 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

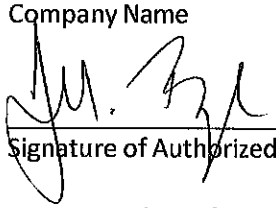
1. Does not and will not engage in scrutinized business operations with a "County of Concern" during the term of the contract; and
2. Does not and will not acquire a security issued by a "Country of Concern" or entity owned by, controlled by or subject to the jurisdiction of a "Country of Concern" during the term of the contract; and
3. Does not and will not invest or make a deposit in a bank with a principal place of business located in a "County of Concern" during the term of the contract; and

Pursuant to Section 2270.001, Texas Government Code:

1. "**Country of Concern**" 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 sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association, that exist to make a profit.

I, (authorized official) Jonathan Boyle, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270 and the company named below is in compliance with Texas Government Code 2270 as listed above.

Avfuel Corporation
Company Name



Signature of Authorized Official

Vice President of Contract Fuel, and Bulk Fuel — October 5, 2026
Title of Authorized Official — Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION FORM

Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Government Code. Subtitle F, Title 10 Government Code by adding Chapter 2252.152 & 2252.153 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1. Does not do business with Iran, Sudan or any Foreign Terrorist Organization.
2. Will not do business with Iran, Sudan or any Foreign Terrorist Organization during the term of the contract.

Pursuant to Section 2252.51, Texas Government Code:

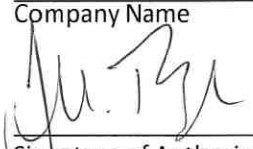
"**Foreign Terrorist Organization**" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

"**Company**" has the meaning assigned by Section 806.001.

I, (authorized official) Jonathan Boyle, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2252.152 & 2252.153 and the company named below:

1. Does not do business with Iran, Sudan or any Foreign Terrorist Organization; and
2. Will do business with Iran, Sudan or any Foreign Terrorist Organization during the term of the contract; and
3. Is not currently listed on the State of Texas Comptroller's Companies Divestment Statue List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Avfuel Corporation
Company Name



Signature of Authorized Official

Vice President of Contract Fuel, and Bulk Fuel — October 5, 2026
Title of Authorized Official — Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Avfuel Corporation
Company Name

IFB 26-055
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Michigan COUNTY OF Washtenaw

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Michigan,

on this day personally appeared Jonathan Boyle (name), who

after being by me duly sworn, did depose and say:

"I, Jonathan Boyle (name) am a duly authorized officer of/agent

for Avfuel Corporation (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Avfuel Corporation (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: Avfuel Corporation, 47 West Ellsworth Road, Ann Arbor, MI 48108

Fax: (734) 663 - 1681 Telephone# (734) 663 - 6466

by: Jonathan Boyle (print name) Title: VP of Contract Fuel, and Bulk Fuel

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

Jonathan Boyle on

this the 5th day of October 2026.

Cheryl A Kormos

Notary Public in and for

the State of Michigan

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CHERYL A. KORMOS NOTARY PUBLIC COUNTY OF Lenawee My Commission Expires 03/12/2028 Acting in the County of Washtenaw STATE OF MICHIGAN

JET-A Truck Specification Sheet

Year: 2026 **Make: Freightliner M2 Plus**



ENGINE: ULSD Diesel-SCR

TRANSMISSION: Automatic

FUEL TYPE: Jet

NUMBER OF HOSE REELS: 3

NUMBER OF METERS: 2

FSII ADDITIVE INJECTOR? Available

METER TYPE: TCS3000 Electronic

FUEL/DEFUEL?: Yes

TANK CAPACITY: 5,000 Gallons

TANK MATERIAL: Aluminum

RATED GPM: 300

DEFUEL CAPABILITY? Yes

BOTTOM LOAD TYPE: Standard

SCULLY HIGH-LEVEL SYSTEM: Yes

All refuelers meet FAA and NFPA 407 standards.

CONFIDENTIAL Unpublished Bid Proposal Materials © 2026 Avfuel

JET-A Truck Specification Sheet

Year: 2026 **Make: International HV607**



ENGINE: Diesel

TRANSMISSION: Automatic

FUEL TYPE: Jet

NUMBER OF HOSE REELS: 3

NUMBER OF METERS: 2

FSII ADDITIVE INJECTOR? Available

METER TYPE: TCS3000 Electronic

FUEL/DEFUEL?: Yes

TANK CAPACITY: 3,000 Gallons

TANK MATERIAL: Aluminum

RATED GPM: 300

DEFUEL CAPABILITY? Yes

BOTTOM LOAD TYPE: Standard

SCULLY HIGH-LEVEL SYSTEM: 2-Wire Green

All refuelers meet FAA and NFPA 407 standards.

CONFIDENTIAL Unpublished Bid Proposal Materials © 2026 Avfuel

Avgas Truck Specifications

Year: 2026 **Make: Isuzu NPR-XD**



ENGINE: ULSD Diesel-SCR

TRANSMISSION TYPE: Automatic

FUEL TYPE: Avgas

NUMBER OF HOSE REELS: 1

METER TYPE: TCS3000 Electronic

VAPOR RECOVERY? Optional

WIRELESS COMMUNICATION: Yes

TANK CAPACITY: 1,200 Gallons

TANK MATERIAL: Aluminum

RATED GPM: 40

DEFUEL CAPABILITY? Yes

BOTTOM LOAD TYPE: OPW 2”

IN-CAB TICKET PRINTER: Roll or Slip

SCULLY HIGH-LEVEL SYSTEM: Yes

All refuelers meet FAA and NFPA 407 standards.

CONFIDENTIAL Unpublished Bid Proposal Materials © 2026 Avfuel

October 2, 2026

Ms. Cindy Greene
Contract Specialist
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Dear Ms. Greene:

On behalf of World Fuel, we appreciate the opportunity to submit our bid in response to IFB 26-055/CG for the supply of aviation fuel at Jack Brooks Regional Airport. We have thoroughly reviewed the bid requirements and are pleased to present an offer designed to deliver reliability, value, and exceptional customer support. This bid is submitted subject to negotiation and agreement of mutually acceptable contract terms, as well as confirmation of compliance with any applicable regulatory or tax requirements at the delivery location.

While we are not currently the fuel supplier for Jack Brooks Regional Airport, World Fuel brings decades of aviation fueling experience, extensive supply relationships, and a proven track record of supporting airports, FBOs, municipalities, and aviation operators throughout the United States. Our financial strength, robust logistics network, and commitment to operational excellence enable us to provide a dependable and resilient fuel supply program capable of supporting your airport's current and future needs.

Our Commitment to Jack Brooks Regional Airport

- **Reliable Fuel Supply** supported by an extensive supply network, diversified sourcing options, and proactive inventory management practices.
- **Safety and Regulatory Compliance** maintained through adherence to recognized industry standards, employee training programs, and established operational controls.
- **Responsive Customer Support** delivered through dedicated account management and timely communication to ensure a seamless customer experience.
- **Long-Term Partnership** focused on understanding your operational objectives and supporting the continued growth and success of the airport.

At World Fuel, our objective extends beyond supplying fuel. We strive to build lasting partnerships founded on trust, performance, and responsiveness. We welcome the opportunity to support Jack Brooks Regional Airport and demonstrate how our experience, resources, and customer-focused approach can provide lasting value to the airport, its stakeholders, and the broader aviation community.

Thank you for your consideration. We look forward to the opportunity to serve Jack Brooks Regional Airport and would be pleased to answer any questions regarding our proposal.

Sincerely,

Dorothy Beck
Vice President, Customer Experience and Authorized Signer
Ascent Aviation Group, Inc.
a subsidiary of World Fuel Services, Inc.
One Mill Street, Parish, NY 13131
+1 315 625 7299
world-kinect.com

WORLD KINECT CORPORATION

Assistant Secretary's Certificate

I, Joel Williams, Assistant Corporate Secretary of World Kinect Corporation, a Florida corporation (the "Company"), hereby certify that Ascent Aviation Group, Inc. organized under the laws of New York, is a wholly owned subsidiary of the Company and hereby certify that Dorothy Beck is authorized to execute aviation related agreements on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has executed this certificate on this 3rd day of November 2025.

By: _____
Joel Williams
Assistant Corporate Secretary

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

September 1, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 26-055/CG) Term Contract for Aviation Fuel for Jack Brooks Regional Airport.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and to (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 Purchasing Department (1st Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Aviation Fuel for Jack Brooks Regional Airport**
BID NUMBER:	**(IFB 26-055/CG)**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, October 7, 2026**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffersoncountytx.gov.

Jefferson County encourages Disadvantaged Business Enterprises (DBE/ACDBEs), Minority/Women Business Enterprises (M/WBEs), Small Business Concerns (HUBZone) and Veteran Heroes United In Business (VetHUB) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
The Examiner:
September 3, 2026 & September 10, 2026

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BID SUBMISSIONS: One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet in its entirety. Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda. Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/
Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications and plans revised as of July 27, 2026.

1. BIDDING.

1.1 BIDS.
All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.
The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.
Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.
A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.
Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.
Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.
All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitution(s) as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES.
The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.
Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications

is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.
Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.
Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.
Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.
Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.
All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.
Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing Department website. Vendors are responsible for monitoring the website in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.
Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.
Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.
A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery,"

and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.
To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.
If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder must clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.
Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.
Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.
All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION.
All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.
Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.
All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract, are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

Under the "Hazardous Communications Act," commonly 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 receiving 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 pursuant to Texas Government Code §2251.022.

3.4 FUNDING.

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral

statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERIMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within **90** days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during

non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions are modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION.

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. FISCAL FUNDING.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be

posted on the Purchasing web page at https://jeffersoncountytx.gov/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. **It shall be the bidder's responsibility to make** inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY.

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the Bid Form included), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY.

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING.

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. NOTICE TO PROCEED/PURCHASE ORDER.

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION.

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection

with the submitted offer.

- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. SMALL, MINORITY, WOMEN BUSINESS ENTERPRISE, VETHUB, DBE & ACDBE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small Business Concerns (HUBZone), Minority (MBE), women-owned (WBE) businesses, Veteran Heroes United in Business (VetHUB), Disadvantaged Business Enterprise (DBE) & Airport Concession Disadvantaged Business Enterprise (ACDBE) in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550 B
Dallas, TX 75247
214-920-2436
Website: www.mbda.gov/business-center/dallas-mbda-business-center
Email: admin1@mbdadallas.com

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: https://www.mbda.gov/zh-hans/business-center/el-paso-mbda-business-center
Email: treed@ephcc.org

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324 B
San Antonio, TX 78207
210-458-2480
Website: https://www.mbda.gov/zh-hans/business-center/san-antonio-mbda-business-center
Email: Jacqueline.jackson@utsa.edu

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):
Website: https://www.sba.gov/local-assistance

Dallas/Fort Worth District Office
150 West Parkway, Ste. 130
Euless, TX 76040
817-684-5500
Website: https://www.sba.gov/district/dallas-fort-worth
Email: dfwdo.email@sba.gov

El Paso District Office
211 N. Florence St, Ste. 201
El Paso, TX 79901
915-834-4600
Website: https://www.sba.gov/district/el-paso
Email: lee.vega@sba.gov

Houston District Office
8701 S. Gessner Dr, Ste. 1200
Houston, TX 77074
713-773-6500
Website: https://www.sba.gov/district/houston
Email: houston@sba.gov

Lower Rio Grande Valley District Office
2422 E. Tyler Ave, Suite E
Harlingen, TX 78550
956-427-8533
Website: https://www.sba.gov/district/lower-rio-grande-valley
Email: lrgvdo.email@sba.gov

San Antonio District Office
615 E. Houston St, Ste 298
San Antonio, TX 78205
210-403-5900
Website: https://www.sba.gov/district/san-antonio
Email: sado.email@sba.gov

West Texas District Office
1205 Texas Ave, Room 408
Lubbock, TX 79401
806-472-7462
Website: https://www.sba.gov/district/west-texas
Email: lubdo@sba.gov

VetHUB certification information can be found at:

Statewide Procurement Division VetHUB Program
P.O. Box 13186
Austin, TX 78711
512-463-5872
Website: https://comptroller.texas.gov/purchasing/vendor/hub
Email: vethubprogram@cpa.texas.gov

HUBZone small business concern certification information can be found at:

U.S. Small Business Administration
409 3rd St., SW
Washington, DC 20416
866-722-4357
Website: https://www.sba.gov/federal-contracting/contracting-assistance-programs

Email: certifications@sba.gov

DBE & ACDBE certification information can be found at:

Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701
512-416-4700
Website: https://txdot.txdotcms.com
Email: civilrights@txdot.gov

PROPOSER: INSERT HUBZone SBE, VetHUB, MBE, WBE, DBE or ACDBE Certification behind this page.

SECTION 2: FEDERALLY MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.318-327 & §200.327 APPENDIX II TO 2 CFR §200 & THE FEDERAL AVIATION ADMINISTRATION

The following are Federally mandated contract provisions for Non-Federal Entity (NFE) Contracts with contractors/vendors that may arise from this offer if funded under Federal Awards, as applicable. All contracts shall be in accordance with the current version of Mandated Contract Provisions at time of procurement, as applicable.

During the performance of this contract, the bidder/proposer agrees as follows:

A. Contracts for more than the simplified acquisition threshold ($350,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Breach of Contract - Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Jefferson County will provide contractor written notice that describes the nature of the breach and corrective actions the contractor must undertake in order to avoid termination of the contract. Jefferson County reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Jefferson County elects to terminate the contract. Jefferson County's notice will identify a specific date by which the contractor must correct the breach. Jefferson County may proceed with termination of the contract if the contractor fails to correct the breach by deadline indicated in Jefferson County's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Termination for Convenience:

Jefferson County may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Jefferson County. Upon receipt of a written notice of termination, except as explicitly directed by Jefferson County, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to Jefferson County all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.

6. Take action as directed by the owner to protect and preserve property and work related to this contract that Jefferson County will take possession.

Jefferson County agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), as amended by Executive Order 14173, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Complete Civil Rights Compliance Form in these specifications.

D. Civil Rights – Title VI Assurance: Jefferson County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations

under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.) prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. Davis-Bacon Act

As amended (40 U.S.C. 3141-3148). Prime construction contracts in excess of $2,000 are in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. All suspected or reported violations will be reported to the Federal awarding agency by Jefferson County. The following is the current prevailing wage determination issued by the Department of Labor at time of solicitation:

F. Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3,

Applicable or all prime construction contracts above $2,000 and when the Davis-Bacon Act also applies, for all contracts and subcontracts. The Copeland "Anti-Kickback" Act clause is not federally required for procurements under FEMA's PA or HMA Programs.

"Compliance with the Copeland "Anti-Kickback" Act.

1) Contractor. The Contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Entity providing funding may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

G. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

"Compliance with the Contract Work Hours and Safety Standards Act" in accordance with 29 CFR §5.5 (b)(1)-(5).

1) ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

3) ***Withholding for unpaid wages and liquidated damages*** —
    i. ***Withholding process.*** The Federal agency providing funding or Jefferson County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
    ii. ***Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
        (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
        (B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
(D) A contractor's assignee(s);
(E) A contractor's successor(s); or
(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5) ***Anti-retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
   i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
   ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
   iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
   iv. Informing any other person about their rights under CWHSSA or this part.

"Further Compliance with the Contract Work Hours and Safety Standards Act" in accordance with 29 CFR §5.5 (c) for any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR § 5.1

1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.
2) Records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of Jefferson County, the Department of Homeland Security, the Federal Entity providing funding and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

H. Rights to Inventions Made Under a Contract or Agreement.

1) If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
2) The vendor/contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f), Rights to Inventions).

I. Clean Air Act (42 U.S.C. 7401-7671q.) **and the Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended for all contract amounts in excess of $150,000.

1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* and pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et. Seq.*
2) The contractor agrees to report each violation to Jefferson County and understands and agrees that Jefferson County will, in turn, report each violation as required to assure notification to the Federal Entity from which Jefferson County has received a Federal Award, and the appropriate Environmental Protection Agency Regional Office.
3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by a Federal Entity.

J. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award pursuant to (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Complete Debarment/Suspension Certification Form in these specifications.

K. Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352) Contractors must sign and submit certification to Jefferson County with each bid or offer exceeding $100,000. Complete Byrd Anti-Lobbying Certification Form in these specifications.

L. Procurement of recovered materials. 2 CFR § 200.323. 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.

1) Competitively within a timeframe providing for compliance with the contract performance schedule;
2) Meeting contract performance requirements; or
3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA (www.epa.gov). The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

M. Prohibition on certain telecommunications and video surveillance equipment or services. 2 CFR § 200.216. As of November 12, 2020, all Federally funded project recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all Federally-funded contracts and subcontracts, including any purchase orders.

1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause
2) Prohibitions.
    a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
    b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Agency to:
        i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
        ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
        iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
        iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
    c. Exceptions.
        i. This clause does not prohibit contractors from providing
            1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide.
            2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
        ii. By necessary implication and regulation, the prohibitions also do not apply to:
            1. Covered telecommunications equipment or services that:
                a. Are not used as a substantial or essential component of any system; and
                b. Are not used as critical technology of any system.
            2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
    d. Reporting requirement.
        i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(ii) of this clause to the recipient or

subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

N. Prohibition of Covered Unmanned Aircraft Systems (UAS): The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

O. Domestic preferences for procurements. 2 CFR § 200.322.

1) The contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
2) For purposes of this section:
   a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

P. Buy American Preferences for Infrastructure Projects

"Build America, Buy America Act (BABAA) 2 CFR part 184. Complete Build America, Buy America Act (BABAA) Certification Form in these specifications.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to Jefferson County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the funding Federal Agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the funding Federal Agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to the funding Federal Agency.

Q. Occupational Safety and Health Act of 1970 - All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

R. Seismic Safety - The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

S. Access to Records and Reports - The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide Jefferson County, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

T. Federal Fair Labor Standards Act (Federal Minimum Wage) - All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

U. Trade Restriction Certification - By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR .

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to Jefferson County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through Jefferson County cancellation of the contract or subcontract for default at no cost to Jefferson County or the FAA.

V. Veteran's Preference - In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

W. Tax Delinquency and Felony Convictions - The Contractor shall be required to complete the certification regarding tax delinquency and felony convictions included in these contract documents.

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

X. Prohibition of Segregated Facilities –

1. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract
2. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
3. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

Y. Distracted Driving - In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, Jefferson County encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

Z. Procurement of Recovered Materials - Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or,
2. The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement- guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

1. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
2. Fails to meet reasonable contract performance requirements; or
3. Is only available at an unreasonable price.

AA. Disadvantaged Business Enterprise - The Contractor, subrecipient or subcontractor shall not discriminate on the basis of social or economic status in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53)

The prime contractor must not terminate a DBE subcontractor listed in bid without prior written consent of Jefferson County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from Jefferson County. Unless Jefferson County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Jefferson County may provide such written consent only if Jefferson County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.Before transmitting to Jefferson County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Jefferson County, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Jefferson County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Jefferson County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Jefferson County may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

The Contractor Ascent Aviation Group, Inc. certifies or affirms the agreement and compliance will all Federally mandated contract provisions listed above in Section 2 where applicable.

Signature of Contractor's Authorized Official

Dorothy Beck, VP, Customer Experience and authorized signer

Name and Title of Contractor's Authorized Official

9.28.2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause) as amended by Executive Order 14173

During the performance of this contract, the Contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

Signature of Contractor's Authorized Official

Dorothy Beck, Vice President, Customer Experience and authorized signer

Name and Title of Contractor's Authorized Official

9.28.2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

1. The bidder/proposer certifies, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 and 12689. The term "principal" is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the contractor. The contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

2. The bidder/proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

The Contractor Ascent Aviation Group, Inc. certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Dorothy Beck, Vice President, Customer Experience and authorized signer

Name and Title of Contractor's Authorized Official

9.28.2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Dorothy Beck, Vice President, Customer Experience and authorized signer

Name and Title of Contractor's Authorized Official *(Please Print)*

9.28.2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 2050

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action:	**Status of Federal Action:**	**Report Type:**
a. contract a. b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. b. initial award c. post-award	a. initial filing a. b. material change

Name and Address of Reporting Entity:	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime:
a. Prime _____ Sub-awardee Tier_____, if Known: Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc. 1 Mill Street Parish, NY 13131 **Congressional District, if known:**	**Congressional District, if known:**
Federal Department/Agency: Jefferson County Purchasing Dept.	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** Dorothy Beck **Title:** Vice President, Customer Experience and authorized signer **Telephone No.:** 315-727-7770 **Date:** 9.28.2026
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

BUILD AMERICA, BUY AMERICA ACT (BABAA) CERTIFICATION

"The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Term contract for Aviation Fuel for Jack Brooks Regional Airport project that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with Federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

"The Contractor Ascent Aviation Group, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Dorothy Beck, Vice President, Customer Experience and authorized signer

Name and Title of Contractor's Authorized Official

9.28.2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet **in its entirety**.

The County requests that bid submissions NOT be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Bids must be submitted in complete original form by mail or messenger to the following address:
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

BID PACKAGING: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, October 7, 2026.

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

COURTHOUSE SECURITY: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.
Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2026):

~~January 1, 2026 (Thursday) - New Year's~~
~~January 19 (Monday) - Martin Luther King, Jr. Day~~
~~April 3 (Friday) - Good Friday~~
~~May 25 (Monday) - Memorial Day~~
~~June 19 (Friday) - Juneteenth~~
~~July 3 Observed (Friday) - Independence Day~~
September 7 (Monday) - Labor Day
November 11 (Wednesday) - Veteran's Day
November 26 & 27 (Thursday & Friday) - Thanksgiving
December 24 & 25 (Thursday & Friday) Christmas

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Cindy Greene, Contract Specialist** at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at deb.clark@jeffersoncountytx.gov. The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, Monday, September 14, 2026.**

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project. However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

Ascent Aviation Group, Inc.
a subsidiary of World Fuel Services, Inc.

Proof of UEID on Sam.Gov

Ascent Aviation Group, Inc. ● Active Registration

Unique Entity ID
WKDVLLNK5H45

CAGE Code
0T185

Physical Address
1 Mill St , Parish, NY 13131
USA

Entity

Expiration Date
Feb 28, 2024

Purpose of Registration
All Awards

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Bidding Vendor, to the Jefferson County Purchasing Department **with bid submission.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/filinginfo/elf_filer_type.php

A sample of a completed FORM 1295 is included on **PAGE 40.**

FORM 1295 Implementation Background:
In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:
What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:
- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. **VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE**	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. **JEFFERSON COUNTY, TEXAS**	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X

5 Check only if there is NO Interested Party. **CHECK BELOW IF APPLICABLE** ☐

6 UNSWORN DECLARATION **VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

Must file online at www.ethics.state.tx.us/File

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-440177

Date Filed:
01/10/2019

Date Acknowledged:
01/10/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Ascent Aviation Group, Inc.
Parish, NY United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Beaumont

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 26-055/CG
Aviation Fuel

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Earnshaw, Lisa	PARISH, NY United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Dorothy Beck, and my date of birth is 01/25/1965.

My address is PO Box 294, Mexico (city), NY (state), 13114 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Oswego County, State of New York, on the 5th day of October (month) 2020 (year).

Signature of authorized agent of contracting business entity
(Declarant)

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

7. DELIVERY.

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to Jefferson County.

8. PAYMENT.

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:
Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. USAGE REPORTS.

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

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 11 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

11.1.3 **Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 10 above**.

11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **11.1. – 11.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.

11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/30/2026

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. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 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 #
World Fuel Services, Inc. 9800 N.W. 41st Street Suite 400 Miami FL 33178 USA	INSURER A: ACE American Insurance Company	22667
	INSURER B: ACE Fire Underwriters Insurance Co.	20702
	INSURER C: ACE Property & Casualty Insurance Co.	20699
	INSURER D: Underwriters at Lloyds	32727
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570121508119 **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:			HDOG7547765A	07/01/2026	07/01/2027	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 $10,000 $5,000,000 $6,000,000 $6,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H11435634	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $100,000			XEUG28134381011	07/01/2026	07/01/2027	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLRC7281325A Workers Comp - AOS SCFC72813261 Workers Comp - WI only	07/01/2026 07/01/2026	07/01/2027 07/01/2027	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)

Evidence of Insurance

CERTIFICATE HOLDER

World Fuel Services, Inc.
9800 NW 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 : 570121508119

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BIDDER INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: (IFB 26-055/CG) Term Contract for Aviation Fuel for Jack Brooks Regional Airport

Bidder's Company/Business Name: Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc.

Bidder's TAX ID Number: 16-1353957

***If Applicable*:** **HUB Vendor No.** N/A **DBE Vendor No.** N/A

Contact Person: David Byers **Title:** Sr. FBO Account Executive

Phone Number (with area code): 409-904-1746

Alternate Phone Number if available (with area code): 315-727-7770 (Dorothy Beck)

Fax Number (with area code): N/A

Email Address: dbyers@wfscorp.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

1 Mill Street
Address
Parish, NY 13131
City, State, Zip Code

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 26-055/CG.

SCOPE OF PROJECT:

It is the intent of Jefferson County to solicit aviation fuel bids for the Jack Brooks Regional Airport. **The contract shall be for a period of three (3) years from October 31, 2026 through October 30, 2029.**

Price Formula

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Prices will be based on the previous week's average. The Weekly report will be the reference for prices for all purchases made beginning the following Wednesday for a period of one (1) week, which would be from Wednesday through Tuesday.

Bidder will furnish a computer printout each week showing the above calculations and prices in effect for the period, to be emailed to Megan Miller, Airport Financial Analyst at megan.miller@jeffersoncountytx.gov and Elisabeth LeBlanc, Airport Fuel Supervisor at Elisabeth.leblanc@jeffersoncountytx.gov.

All price changes will be emailed to Megan Miller, Airport Financial Analyst at megan.miller@jeffersoncountytx.gov and Elisabeth LeBlanc, Airport Fuel Supervisor at elisabeth.leblanc@jeffersoncountytx.gov and any other airport personnel as requested.

Bids not based on the above formula prices shall be rejected.

Quote F.O.B. delivered to storage tanks, Jack Brooks Regional Airport, Beaumont, Texas, with delivery and unloading charges prepaid. Bidder bears freight charges.

As of August 11, 2026, Jefferson County is subject to and pays taxes and fees as follows:

Tax or Fee	AV Gas Low Lead 100	Jet A
FET	$0.19400	$0.24300
Fed Lust	$0.00000	$0.00100
Fed Superfund Fee	$0.00428	$0.00428
Texas Petro Delivery	$0.00088	$0.00000
Total Tax/Fee per Gallon	**$0.19916**	**$0.24828**

Include state fees and federal taxes totaling $0.19916 per gallon on AV Gas Low Lead 100 and federal taxes of $0.24828 per gallon on Jet A in your price.

Bidder shall furnish a copy of published specifications for fuels required under this invitation to bid.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bids in response to this request, and Jefferson County will not reimburse bidders for these expenses.

Approximate Annual Usage

Estimated volume is indicated below. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder as required. **Minimum Orders are not acceptable.**

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract. Interpretation and enforcement of this agreement shall be according to the laws of the State of Texas.

Technical Specifications

Aviation gasoline for civil and commercial service, herein referred to as AV Gas Low Lead 100, shall meet the current requirements of the American Society of Testing and Materials as set forth in the ASTM D 910, Grade 100LL.

Aviation turbine fuel, herein referred to as Jet A, shall meet the current requirements of ASTM D1655 for Kerosene-type commercial fuels, and **shall not be pre-blended with anti-icing additive.**

Estimated Volume

We estimate our purchases will be approximately as follows. In the past twelve (12) months, total Jack Brooks Regional Airport volume has been approximately 40,000 gallons of AV Gas Low Lead 100 and 740,000 gallons of Jet A. Of this volume, all was purchased by the County for resale. These figures serve as estimates only and no promise is made or implied that these quantities will be purchased.

Credit Cards/"Effective" Bids

Bids shall offer credit card processing for all major credit cards for sales to private aircraft owners and pilots. Service fees (if any) for credit cards must be included in bid. Credit card service fees will be considered when bids are evaluated. It is estimated, based on our previous experience, that our total AV Gas Low Lead 100 volume will be for resale and that 95% of this volume will be credit card sales. We can expect 90% of the Jet A resale volume will be purchased with credit cards. Bids with credit card fees will be factored in order to develop "effective" bids using increments of one cent for percentage point of credit card service fee quoted. For example, a credit card fee of 3% will cause an increment of $0.03 to be added to the price per gallon in order to develop the "effective" bid. Bids shall include the provision of point-of-sale software and all necessary hardware, including touch-screen handling of all transactions, with integration to most accounting software. Bids must include any monthly fees for network connections and maintenance.

All point of sale software for credit card processing must also be able to handle any and all military credit card transactions. Jack Brooks Regional Airport serves military customers and must be able to process military

AIRCARDs. If bidder is unable to process military customer payments, bidder must notify the County in their response.

Bidder must specify any and all software and hardware available, for point of sale and other fuel management activities.

Branded or Unbranded

Bids may be for Branded or Unbranded supply contracts; however, bidder must specify.

Training, Quality Control and Risk Management

Bidders will provide most current electronic versions of the ATA103 manual and NFPA407 manual annually at no cost to the County. Bidders offering FAA approved FAR part 139, ATA 103 training, or other training and seminars should attach such offers to their bid, including approximate costs. Training costs must be included as part of the vendor's proposal.

Refueler

Bid shall include provision of one (1) 3,000-gallon Jet A re-fueler truck. Jefferson County also requests one (1) additional 5,000-gallon Jet A re-fueler truck and one (1) AV Gas Low Lead re-fueler truck. Bids shall include full maintenance coverage except for tires and batteries and must be no more than five (5) years old at the time of delivery. Bidder must specify how service issues will be handled and where the repair services are located. If repair services are outside of Jefferson County, bidder must specify how they intend to move truck and if there will be a replacement truck.

If the bid proposes a lease arrangement, the lease must allow Jefferson County to terminate the lease without penalty upon thirty (30) days written notice. Other lease terms must be submitted with this proposal. Minimum truck specifications must include the following:

Jet A minimum truck specifications must include the following:

- 15 Gallon Stainless Steel Prist Tank with Viper Injection System
- Single Point Delivery
- Overflow Protection
- 240 GPM Singlepoint Nozzle with Digital Meter Readout
- Two (2) 75 GPM Overwing Nozzle fuel Flow Capability – must be driver side center-mount
- Brake Interlock
- Automatic Transmission
- Automatic Prist Injection
- Compliance with all ATA 103 Regulation and NFPA407 Regulations
- Bottom load point located on passenger side
- LED Meters
- Aluminum or Stainless-Steel Oil Cabinet
- Ladder Brackets
- Parts Manual included in Operators Manual.
- Air Conditioning

AV Gas Low Lead minimum truck specifications must include the following:

- LED Meters
- Compliance with all ATA 103 Regulation and NFPA407 Regulations
- Stainless Steel Tank
- Overflow Protection
- Brake Interlock
- Automatic Transmission
- Bottom load point located on passenger side
- Aluminum or Stainless-Steel Oil Cabinet
- Ladder Brackets
- Parts Manual included in Operators Manual
- Air Conditioning

Into-Plane Contract Fuel

Bidders may offer "Into-Plane Contract Fuel" programs. The County may accept or reject such programs independent of other items bid within this request.

Software Programs

Bidders will provide any fueling or credit card software programs they may offer, with any fees associated with each software program.

Co-Mingle

Jefferson County will not accept a bid that proposes co-mingling of fuel.

Signs

The successful bidder shall provide and install signs and emblems acceptable to the Airport Manager, identifying the brand name of fuel provided, grades, and current prices. Signs shall be clearly visible to airplane personnel as they approach the fueling station.

Additional Marketing Support

Bidders desiring to offer cooperative advertising and other marketing support should attach such offer to bid. The Jack Brooks Regional Airport desires to have hats and umbrellas provided as part of a joint marketing program. Provide details of available programs and any associated cost.

County Equipment

The County owns one (1) 750 gallon capacity AV Gas Low Lead 100 truck.

Contact

For further information, bidder may contact Alex Rupp, Airport Director, Jack Brooks Regional Airport at 409-719-4900.

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1 _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc.
Company Name

For clarification of this offer, contact:

1 Mill Street
Address

David Byers, Sr. Account FBO Executive
Name & Title

Parish	NY	13131
City	State	Zip

409-904-1746	N/A
Phone	Fax

Signature of Person Authorized to Sign

dbyers@wfscorp.com
E-mail

Dorothy Beck
Printed Name

Vice President, Customer Experience and authorized signer
Title

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Aviation Fuel for Jack Brooks Regional Airport for a Contract Term of three (3) years from October 31, 2026 to October 30, 2029.

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 26-055/CG, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge **JEFFERSON COUNTY, TEXAS**	**Date**

ATTEST:

Roxanne Acosta Hellberg, County Clerk **JEFFERSON COUNTY, TEXAS**	**Date**

BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER: **IFB 26-055/CG**

IFB TITLE: **Term Contract for Aviation Fuel for Jack Brooks Regional Airport**

IFB DUE BY: **11:00 am CT, Wednesday, October 7, 2026**

ADDENDUM NO.: **1**

ISSUED (DATE): **September 15, 2026**

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Questions

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Respondent)

Dorothy Beck
VP, Customer Experience and authorized signer
Title of Person Signing Above

Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc.
Typed Name of Business or Individual

1 Mill Street, Parish, NY 13131
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. **Question:** I am wondering who you are currently branded with?

   Answer: We are currently branded with Titan Aviation

2. **Question:** Kindly advise whether qualified suppliers or authorized commercial representatives may participate, and please provide the required Jet-A and 100LL specifications, estimated volumes, delivery arrangements, supplier qualification requirements, bid documents, and official submission procedure.
   Answer: All bidders meeting the minimum specifications as outlined in the bid packet for (IFB 26-055/CG) may bid on the project. Please see specifications for (IFB 26-055/CG) which outline in detail the Jet-A and 100LL specifications, estimated volumes, delivery arrangements, supplier qualification requirements, bid documents, and official submission procedures. Specifications are posted to our website: https://jeffersoncountytx.gov/Purchasing/NoticesForBid

BID FORM

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this IFB.

Item 1. AvGas 100 Low-Lead

Price for AvGas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline-mid, Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

AvGas estimated annual sales are approx. 40,000 gallons, however to make bidding easier, the average annual amount will be 41,000 gallons, based on an average of 8,200 gallons per load delivered and 5 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
A.	Platts Reference Price on [08/25/2026]	$ 3.52432
B.	Bidder's Markup (Dollars not Percentage)	$ 0.84600
C.	Federal Excise Tax	$ 0.19400
D.	Federal Superfund Fee	$ 0.00428
E.	Texas Petro Delivery	$ 0.00082
F.	Transport Per Gallon (If Applicable)	$ 0.09015
G.	Subtotal Fees per Gallon (Sum A to F)	$ 4.65957
H.	Estimated Annual Quantity (Gallons)	41,000
I.	Annual Price (Line G times Line H)	$ 191,042.37

J.	Fee per Delivery (If Any):	$ 0.00
K.	Est Deliveries per Year	5
L.	Annual Delivery Price (Line J times Line K):	$ 0.00

M.	Annual Total Cost for Delivered Fuel: (Line I plus Line L):	$ 191,042.37

BID FORM (Continued)

Item 2. Jet A

Price for Jet A is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline-mid, Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

AvGas estimated annual sales are approx. 740,000 gallons, however to make bidding easier, the average annual amount will be 742,600 gallons, based on an average of 7,900 gallons per load delivered and 95 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
N.	Platts Reference Price on [08/25/2026]	$ 3.85490
O.	Bidder's Markup (Dollars not Percentage)	$ 0.06200
P.	Federal Excise Tax	$ 0.24300
Q.	Federal LUST Tax	$ 0.00100
R.	Federal Superfund Fee	$ 0.00428
S.	Transport Per Gallon (If Applicable)	$ 0.10354
T.	Subtotal Fees per Gallon (Sum N to S)	$ 4.26872
U.	Estimated Annual Quantity (Gallons)	742,600
V.	Annual Price (Line T times Line U)	$ 3,169,951.47

W.	Fee per Delivery (If Any):	$ 0.00
X.	Est Deliveries per Year	95
Y.	Annual Delivery Price (Line W times Line X):	$ 0.00

Z.	Annual Total Cost for Delivered Fuel: (Line V plus Line Y):	$ 3,169,951.47

BID FORM (Continued)

Item 3. Credit Cards Honored and Service Fees:

Please provide service rates per card identified and any other cards honored:

AMEX	0.0325 %
VISA	0.0225 %
MasterCard	0.0275 %
Discover	0.0330 %
MultiServe	0.0335 %
AIR Card	0.0600 %
AVCard	0.0195 %
Other: P66 Co-Brand AVCARD	0.0000 %
Other: World Fuel Contract Fuel Card	0.0000 %
Other: Aircard if processed with World Fuel Contract Fuel Card	0.0000 %

Item 4. Additional Marketing Support

Bidder must include cost for annual marketing support, co-op advertising, etc.

Bidder may include detailed marketing programs available with proposal.

$0.005 per gallon - optional participation

Item 5. Refueler Truck -Required Primary

3,000 Gallon Jet A Refueler Truck - Annual Cost:	$19,140.00
Year/Make/Model: 2022 International	

Item 6. Refueler Trucks - Required Additional

5,000 Gallon Jet A Refueler Truck - Annual Cost:	$ 21,540.00
Year/Make/Model: 2022 International	

AvGas Refueler Truck - Annual Cost:	$ 11,400.00
Year/Make/Model: 2022 Isuzu	

BID FORM (Continued)

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 X Date Received 9.15.2026

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: City of Granbury, Granbury Regional Airport (KGDJ)

Address: 400 Howard Clemmons, Granbury, TX 76048

Contact Person and Title: Cody Mathis, Director of Aviation

Phone: 817-579-8533 x1450 Fax: N/A

Email Address: cmathis@granbury.org Contract Period: 2.1.2025 - present

Scope of Work: Branded fuel supply, credit card processing, software, refueler leasing, contract fuel

REFERENCE TWO

Government/Company Name: City of Sulphur Springs, Sulphur Springs Municipal Airport (KSLR)

Address: 1220 Cessna Drive, Sulphur Springs Mun. Airport, Sulphur Springs, TX

Contact Person and Title: Joey Baker, Director of Aviation

Phone: 903-885-4911 Fax: N/A

Email Address: jbaker@sulphurspringstx.org Contract Period: 11.1.2005 - present

Scope of Work: Branded fuel supply, credit card processing, refueler leasing

REFERENCE THREE

Government/Company Name: City of Gainesville, Gainesville Municipal Airport (KGLE)

Address: 2300 Airport Drive, Gainesville, TX

Contact Person and Title: Andrew Holley, Director of Aviation

Phone: 940-668-4565 Fax: N/A

Email Address: aholley@cogtx.org Contract Period: 8/4/26 - 8/3/36

Scope of Work: Branded fuel supply, credit card processing, refueler leasing

SIGNATURE PAGE

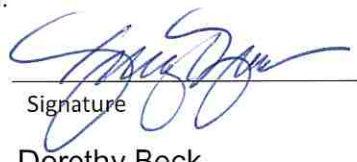
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☑ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc.	
Bidder (Entity Name)	Signature
1 Mill Street	Dorothy Beck
Street & Mailing Address	Print Name
Parish, NY 13131	9.28.2026
City, State & Zip	Date Signed
315-727-7770	N/A
Telephone Number	Fax Number
dbeck@wfscorp.com	
E-mail Address	

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

None

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

9.28.2026

Date

Adopted 8/7/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBZone, DBE, ACDBE or VetHUB vendors 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 HUBZone, DBE, ACDBE or VetHUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUBZone, DBE, ACDBE or VetHUB 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 HUBZone, DBE, ACDBE or VetHUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☐ No	3. **Provide** HUBZone, DBE, ACDBE or VetHUBs 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 HUBZone, DBE, ACDBE or VetHUBs, and not reject bids from vendors that qualify as lowest and responsive Bidders?
☐ Yes	☐ No	5. **Document** reasons HUBZone, DBE, ACDBE or VetHUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected vendors?
☐ Yes	☐ No	6. If Prime Contractor/Consultant has zero (0) HUBZone, DBE, ACDBE or VetHUB participation, **please explain the reasons why.** **Please see below

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Dorothy Beck
Printed Name of Authorized Representative

Signature

VP, Customer Experience and authorized signer
Title

9.28.2026
Date

REQUIRED FORM FOR FEDERALLY OR STATE FUNDED PROCUREMENTS

Bidder: Please complete this form and include with bid submission.

Please note: World Fuel reviewed its approved aviation fuel transportation carriers and evaluated potential subcontracting opportunities associated with this contract. Due to the specialized nature of aviation fuel transportation, applicable safety requirements, insurance requirements and operational qualifications necessary to perform this work, World Fuel did not identify any currently approved HUBZone, DBE, ACDBE, or VetHUB certified carriers capable of performing the required transportation services under this contract. World Fuel will continue to consider qualified certified firms should appropriate opportunities arise during contract performance.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HUBZone, DBE, or ACDBE CERTIFIED VENDORS

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 HUBZone Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ Certified: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

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: _____

Dorothy Beck		9.28.2026
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

HUBZone, DBE or ACDBE CERTIFIED VENDOR SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Prime Contractor: _____ Certified: ☐ Yes ☐ No

Certification Type: _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total Certified Subcontracts: $ _____

Construction Certification Goals: HUBZone _____% DBE _____% ACDBE _____%

FOR OFFICE USE ONLY:

Verification date Jefferson County reviewed and verified Sub information Date: _____ Initials: _____

PART I. CERTIFIED SUBCONTRACTOR DISCLOSURE

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

HUBZone, DBE or ABCDE CERTIFIED VENDOR SUBCONTRACTING PARTICIPATION DECLARATION FORM

Certified Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

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: _____

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

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 Certified Subcontractor Participation may be verified with the Certified Subcontractor(s) listed on Part I.

REQUIRED FORM FOR FEDERALLY FUNDED PROCURMENTS
Bidder: Please complete this form and include with bid submission.

HUBZone, DBE or ACDBE CERTIFIED VENDOR
SUCONTRACTING PARTICIPATION DECLARATION FORM

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING CERTIFIED SUBCONTRACTING GOALS

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the Certification goals for this project for the following reasons:

- ☑ All Subcontractors to be utilized are "Non-Certified." *(Complete Part III)*
- ☐ Certified vendors were solicited but did not respond.
- ☐ Certified vendors solicited were not competitive.
- ☐ Certified vendors were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County Purchasing Office contacted for assistance in locating vendors? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-CERTIFIED" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-Certified" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-Certified" 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-Certified" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: Alliance Tank Lines

Address: 150 Industrial Avenue (Street) Natchitoches (City) LA (State) 71457 (Zip)

Contact person: _____ Title: _____

Phone (with area code): 318-453-6572 Fax (with area code): N/A

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: Transportation and Delivery of Jet Fuel

Subcontractor Name: Kenan Transport - subsidiary of KAG

Address: 4366 Mt. Pleasant NW (Street) North Canton, OH (City) 44720 (Zip)

Contact person: Lonny McCloud Title: _____

Phone (with area code): 214-803-2080 Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: Transportation and Delivery of Aviation Gasoline 100LL

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

HUBZone, DBE or ACDBE CERTIFIED VENDOR
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 *HUBZone, DBE & ACDBE 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): Dorothy Beck

Title: VP, Customer Experience and authorized signer

Signature: _____

Date: 9.28.2026

E-mail address: dbeck@wfscorp.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Alicia Hamilton

Title: Supervisor, Accounting

Date: 9.28.2026

E-mail address: Billing@ascent1.com

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

VetHUB SUBCONTRACTING PLAN REQUIREMENTS

When is a subcontracting plan required?

A subcontracting plan is required for State of Texas funded procurements when the funding agency has determined that subcontracting opportunities are probable with prospective vendors certified by the Texas Comptroller through the Veteran Heroes United in Business (VetHUB) program, for a contract with an expected value of $100,000 or more. **(Texas Government Code Chapter 2161, Subchapter F; 34 Texas Administrative Code Section 20.285.)**

When a state agency requires a subcontracting plan as part of the contract solicitation, a bid, proposal, offer or other applicable expression of interest must contain a completed plan to be considered responsive.

Who completes a subcontracting plan?

Every responding vendor — whether a prime contractor or self-performing with no subcontractors — must submit a complete subcontracting plan.

A vendor who intends to use subcontractors must demonstrate their good faith effort to recruit certified VetHUBs, whether or not they ultimately award business to them. *A state agency will not use the subcontractors' VetHUB status to select the winning vendor.* All subcontractors must be listed in the subcontracting plan.

A self-performing vendor who will not subcontract any of the work on the contract must indicate that it will complete the con- tract with its own resources and submit the completed subcontracting plan.

Does a subcontracting plan have to be followed?

The subcontracting plan forms part of the contract. Subcontractors may not be dropped or replaced without amending the subcontracting plan with approval by the agency. A self-performing contractor may not use subcontractors without amending the subcontracting plan.

IFB 26-055/CG	Term Contract for Aviation Fuel for Jack Brooks Regional Airport
Solicitation Number	Solicitation Title
C1230	Jefferson County
Agency Number	Agency Name

SOLICITATION POINT OF CONTACT

David Byers, Sr. Account FBO Executive
Name

dbyers@wfscorp.com	409-904-1746
Email Address	Phone Number: (Point of Contact)

Description of the subcontracting goal and examples of potential subcontracting opportunities:

VetHUB SUBCONTRACTING PLAN

Section 1: Respondent Information

Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc.
Respondent (Company) Name

Dorothy Beck	dbeck@wfscorp.com	315-727-7770
Point of Contact	Email Address	Phone Number

Is your company a State of Texas Certified VetHUB? Yes (NO)

IFB 26-055/CG	10/07/2026
Solicitation No.	Bid Response Due Date (mm/dd/yyyy)

Section 2: Declaration of Self-performing or Subcontracting

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods and services will be subcontracted. 34 Texas Administrative Code Section 20.282 defines a "Subcontractor" as an entity that contracts with a prime contractor to work or contribute toward completing work under a purchase order or other contract. *The term does not include employees of the contractor but includes contracted workers who will work on the contract.*

Will your company fulfill the entire contract with its own resources, including employees, goods and services?

Yes, my company will self-perform the entire contract.
Submit sections 1-3.

✓ No, my company will subcontract portions of the contract.
Submit sections 1 and 4.

Section 3: Affirmation of Self-performing Contractor

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in Section 1, and that the information and supporting documentation submitted with the subcontracting plan is true and correct. Respondent understands and agrees that, if awarded any portion of the contract:

- The respondent must seek approval from Jefferson County prior to making any modifications to its subcontracting plan, including hiring subcontractors to perform any work under this contract. If the subcontracting plan is modified without Jefferson County's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow Jefferson County to perform on-site reviews of the company's headquarters and/or work site where services are being performed and must provide documentation regarding staffing and other resources.

	Dorothy Beck
Signature	Printed Name
VP, Customer Experience and authorized signer	9.28.2026
Title	Date (mm/dd/yyyy)

Section 4: Respondent's Subcontracting Opportunities

This section must be completed by all respondents who propose to subcontract portions of the contract work.

List below all opportunities (commodities, services or contractor staffing) you will subcontract. Also, based on the total value of the contract, provide the percentage of the contract you expect to subcontract to certified VetHUBs, and the percentage of the contract you expect to award to other subcontractors.

Search NIGP Code Book at **https://commbook.app.cpa.state.tx.us/**

Item Number	Subcontracting Opportunity Description	NIGP Code	VetHUB-certified subcontracted percentage of total contract	Other subcontracted percentage of total contract
1	Alliance Tank Lines and Kenan Transport		%	100 %
2	Freight carriers using dedicated equipment		%	%
3	specific to the delivery of Jet Fuel and Aviation Gasoline		%	%
4			%	%
5			%	%
6			%	%
7			%	%
8			%	%
9			%	%
10			%	%
11			%	%
12			%	%
13			%	%
14			%	%
15			%	%
16			%	%
17			%	%
18			%	%
19			%	%

Section 5.1: Subcontracting Opportunity

Submit a copy of Section 5 for each subcontracting opportunity you listed in Section 4. Download additional forms at https://comptroller.texas.gov/purchasing/vendor/hub/forms.php.

Enter the item number and description of the subcontracting opportunity you listed in Section 4.

Item Number	Subcontracting Opportunity

Section 5.2 Mentor Protégé Program

If respondent is participating as a mentor in a state of Texas Mentor Protégé Program, submitting a protégé (protégé must be a state of Texas certified VetHUB) as a subcontractor to perform the subcontracting opportunity listed in **Section 5.1** constitutes a good faith effort for that specific portion of work.

Circle (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in Section B-1 to your protégé.

No. Go to Section 5.3.

Yes. Go to Section 5.4.

Section 5.3 Notification of Subcontracting Opportunity

Demonstrate your good faith effort to notify Texas certified VetHUBs by communicating each subcontracting opportunity you listed in Section 4.

Search the **VetHUB Directory** by business category or NIGP code to identify appropriate VetHUBs that work in the area where you are seeking subcontractors. Certified VetHUBs can be sourced using the VetHUB-only search and will be marked with the Active Bidder (A-Approved) VetHUB status.

Send either the **Subcontracting Opportunity Notification template** or an email notice that includes at minimum:

Scope of work
Location to review plans and specifications (if applicable)
Bonding and insurance requirements
Required qualifications
Name of agency
Agency's point of contact
Agency point of contact phone number
Solicitation Number
Prime Contractor's name
Prime Contractor's contact email
Prime Contractor's phone number
Date response required; allow at least seven business days to response excluding weekends and County holidays.

Save copies of emails sent to VetHUBs and the responses received and attach to your subcontracting plan to document the good faith effort. A contract shall not be awarded to a prime contractor whose subcontracting plan good faith effort does not contain accurate supporting documentation.

List two VetHUBs you notified of the subcontracting opportunity listed in Section 5.3. Include the company's Texas Vendor Identification (VID) Number, the date of the notice and indicate whether the HUB responded.

Company Name	Texas VID (Do not enter Social Security Nos.)	Date Notice Sent (mm/dd/yyyy)	VetHUB Response
			Yes No
			Yes No

Section 5.4 Subcontractor Selection

A copy of Section 5 must be completed for each subcontracting opportunity you listed in Section 4. Download additional forms at https://comptroller.texas.gov/purchasing/vendor/hub/forms.php.

Company	Certified	Texas VID or Federal EIN (Do not enter Social Security Number)	Approximate Dollar	Expected Percentage of Contract
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%

Section 6: Affirmation of Prime Contractor

I am an authorized representative of the respondent listed in Section 1 ("Respondent"). I affirm that the information and supporting documentation submitted with this subcontracting plan is true and correct. Respondent understands and agrees that, if awarded a contract:

- Respondent will promptly notify all the subcontractors of their selection as a subcontractor for the contract. The notice must specify the contracting agency's name, point of contact for the contract, the contract award number, the subcontracting opportunity the subcontractor will perform and the value of the subcontract.
- Respondent must obtain approval from the contracting agency prior to modifying its subcontracting plan, including hiring subcontractors to perform any work under this contract.
- Respondent must submit progress assessment reports (PAR) with each invoice to the contracting agency. The PAR template is available on the Texas Comptrollers website.
- Respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and work site where services are being performed and provide documentation regarding staffing and other resources.



Signature

Dorothy Beck

Printed Name

VP, Customer Experience and authorized signer

Title

9.28.2026

Date (mm/dd/yyyy)

REQUIRED FORM FOR STATE FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☒ I certify that Ascent Aviation Group, Inc. [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is 1 Mill Street, Parish, NY 13131 (city and state).

Taxpayer Identification Number (T.I.N.):	16-1353957
Company Name submitting bid/proposal:	Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc.
Mailing address:	1 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 account identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

Prohibition of Investing Public Funds in Certain Investments

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Government Code. Subtitle F, Title 10 Government Code by adding Chapter 2270. Chapter 2270 has been amended by the 89th Texas Legislature House Bill 34 effective September 1, 2025 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

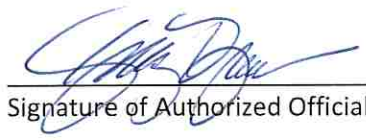
1. Does not and will not engage in scrutinized business operations with a "County of Concern" during the term of the contract; and
2. Does not and will not acquire a security issued by a "Country of Concern" or entity owned by, controlled by or subject to the jurisdiction of a "Country of Concern" during the term of the contract; and
3. Does not and will not invest or make a deposit in a bank with a principal place of business located in a "County of Concern" during the term of the contract; and

Pursuant to Section 2270.001, Texas Government Code:

1. "**Country of Concern**" 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 sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association, that exist to make a profit.

I, (authorized official) Dorothy Beck, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270 and the company named below is in compliance with Texas Government Code 2270 as listed above.

Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc.
Company Name



Signature of Authorized Official

Vice President, Customer Experience and authorized signer 9.28.2026
Title of Authorized Official Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION FORM

Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Government Code. Subtitle F, Title 10 Government Code by adding Chapter 2252.152 & 2252.153 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1. Does not do business with Iran, Sudan or any Foreign Terrorist Organization.
2. Will not do business with Iran, Sudan or any Foreign Terrorist Organization during the term of the contract.

Pursuant to Section 2252.51, Texas Government Code:

"**Foreign Terrorist Organization**" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

"**Company**" has the meaning assigned by Section 806.001.

I, (authorized official) Dorothy Beck, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2252.152 & 2252.153 and the company named below:

1. Does not do business with Iran, Sudan or any Foreign Terrorist Organization; and
2. Will do business with Iran, Sudan or any Foreign Terrorist Organization during the term of the contract; and
3. Is not currently listed on the State of Texas Comptroller's Companies Divestment Statue List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc.
Company Name

Signature of Authorized Official

Vice President, Customer Experience and authorized signer 9.28.2026
Title of Authorized Official Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc.

Company Name

26-055/CG

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF New York COUNTY OF Oswego

BEFORE ME, the undersigned authority, a Notary Public in and for the State of New York,

on this day personally appeared Dorothy Beck (name), who

after being by me duly sworn, did depose and say:

"I, Dorothy Beck (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., a subsidiary of World Fuel Services, Inc.

1 Mill Street, Parish, NY 13131

Fax: N/A Telephone# 315-727-7770

by: Dorothy Beck (print name) Title: Vice President, Customer Experience and authorized signer

Signature: Dorothy Beck

SUBSCRIBED AND SWORN to before me by the above-named

Dorothy Beck on

this the 02 day of October, 2026.

Chelsey Halliday

Notary Public in and for

the State of New York

Chelsey Halliday
Notary Public, State of New York
Registration No. 01HA0039706
Qualified in Oswego County
Commission Expires July 23, 2029

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.



INVITATION FOR BID RESPONSE · IFB 26-055/CG

Term Contract for Aviation Fuel

For Jack Brooks Regional Airport

IFB 26-055/CG

Bid Submission Date:
October 7, 2026, 11:00 AM CT

Submitted by:
World Fuel
One Mill Street, Parish, NY 13131
800-272-3681

Proprietary & Confidential between World Fuel and Jack Brooks Regional Airport

UNMATCHED FUEL SUPPLY STRENGTH

Powered by Phillips 66® and World Fuel

Phillips 66 Aviation – A Trusted Partner

- More than 95 years supplying quality jet fuel and aviation gasoline
- World Fuel and Phillips 66 have partnered for more than 30 years
- Phillips 66 is the largest North American producer of Avgas 100LL
- World Fuel serves 400+ Phillips 66 branded locations

Reliable Supply

Primary Jet A Terminal: Pasadena, TX
Primary Avgas: Deer Park, TX

Secondary Jet Terminals:
Baton Rouge, Tyler, and Dallas

Secondary Avgas Terminal: Baton Rouge



Network Advantage

- Inventory holder across the U.S. supply chain
- 30+ refiners, 250 terminals, and 100 freight carriers
- Shipper on all major pipelines with multiple airport inventories

Together, Phillips 66 and World Fuel provide the scale, supply access, and contingency coverage needed to protect Jack Brooks Regional Airport operations.

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FUEL SPECIFICATIONS AND PRICING METHODOLOGY

Jack Brooks Regional Airport sits inside the largest refining complex in the United States. Our supply position turns that geography into delivered reliability.

Product Specifications

Jet A

Meets ASTM D-1655, latest edition

Avgas

Meets ASTM D-910, latest edition

Contract Commitments

MSDS with every delivery as per the Texas Hazard Communication Act

Certificate of Analysis with every load

No minimum gallons required

The County may request product testing at any time.

Transparency Pledge

At World Fuel, we are unwavering in our commitment to transparency and integrity across all business operations and partnerships. World Fuel has invested heavily in technology platforms, and we have implemented exacting internal standards that we believe put us at the forefront of transaction processing in the aviation fuel distribution industry.

World Fuel remains fully transparent with in every aspect of the buying process, including margin management for jet fuel and avgas, ensuring compliance with antitrust laws and confidentiality clauses.

Transparency isn't just a promise - it's our standard.

Pricing Methodology

Jet A pricing will be tied to Platts Gulf Coast Jet 54 Mid for the previous weeks average plus a fixed differential of $0.0620 plus applicable freight and tax.

Avgas pricing will be tied to Platts Gulf Coast Premium Unleaded Mid for the previous weeks average plus a fixed differential of $0.8460 plus applicable freight and tax.

Prices change weekly and are effective Tuesday through the following Monday.

Platts is a copyrighted publication, but the previous weeks average will be posted on your price letter which will be emailed each Monday.

Operations align with FAA standards, NFPA 407, and ATA Specification 103.

World Fuel

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ORDERING, TRANSPORTATION AND EMERGENCY DELIVERY

World Fuel dispatch is available 24/7/365



- **Order by telephone, email, or online.** Confirmation follows promptly by text, email, or telephone call.
- **Turnaround Time**: **24-48 hours.** Delivery service when primary terminals and carriers are operating normally.
- **Delivery Status Automation** - **Automatic updates by text and email.** Terminals with connectivity established push order transmittal to carrier, start and end loading at terminal, and delivered status.
- **Our Approach to Emergency Fuel Ordering** - **Orders accepted 24/7, with loads added, changed, or canceled at any time.** We operate with full flexibility for our customers and understand the importance of accommodating last-minute adjustments. During an emergency or declared disaster we supply at contract terms and pricing with no additional profit margin.



Operational Delivery Support

Dedicated Transport Carriers
World Fuel partners with freight carriers throughout the U.S. and currently operates with close to 100 dedicated transport carriers. Carriers use aviation dedicated tankers for deliveries. We can guarantee delivery during high demand spikes by leveraging an extensive number of carriers we use for our commercial airline division.

Delivery Checklist

Quality control verified on every delivery. Checklists are provided to our common carrier drivers and emailed back to our Dispatch/Supply Team for review.

- **Proof obligation understood.** If supply is genuinely disrupted, we furnish proof and our supplier's invoice, as the bid packet requires.
- **No minimum orders.** The County orders what it needs, when it needs it.

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CREDIT CARD PROCESSING SAVINGS

Reduce processing costs through the Phillips 66 Wings Card by AVCARD



0% PROCESSING FEE

ESTIMATED ANNUAL SAVINGS

$73,000

Based on converting 50% of customer transactions to the 0% co-branded AVCARD program.

780,000	$5.8M	50%
ANNUAL GALLONS	ANNUAL FUEL REVENUE	PROCESSING COST REDUCTION

PROGRAM BENEFITS

- 0% processing on eligible proprietary card transactions
- Daily EFT funding, generally within three business days
- Electronic settlement reporting with transaction details
- Complimentary training, supplies and 24/7 customer support

Non-qualified Mastercard charges will apply if processed on self-serve card reader.

World Fuel

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QUALITY CONTROL PROGRAM

We supply our branded FBOs with a range of resources so each and every employee can access the latest information on-line safety, fuel quality and regulatory compliance. We understand that handling aviation fuel can be complex, and we want to make the process of delivering top-quality fuel and service to your customers as simple and safe as possible.



SPECIFICATIONS

- ATA Specification 103, Standard for Jet Fuel Quality Control at Airports
- EI 1530 and EI 1595, where applicable,
- World Fuel pre-supply airfield assessments.
- Industry participation including ASTM, JIG, and A4A
- All applicable state and federal requirements
- ATA 103 & NFPA 407 Manuals provided at no cost

DEDICATED QUALITY SUPPORT

John Thurston
Director, Quality Assurance and Technical Authority

Reed Fuller
Manager, Quality Assurance and Product Integrity

Andrew Reichel
Senior Quality Assurance Analyst

Available 24/7 to assist with any quality control issues or questions.

Aviation Control Training

World Fuel conducts an annual 14 CFR Part 139.321 8 fire safety and aviation fuel quality-control training session at Alliance Aviation (KDFW) that will be no cost to Jack Brooks Regional Airport.

Curriculum covers ATA Specification 103 principles, fire safety, quality responsibilities, contamination prevention, escalation, and documentation.

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EXCESS LIABILITY INSURANCE & CRISIS MANAGEMENT

Phillips 66 Excess Product Liability Insurance

The Phillips 66 excess liability coverage different than all others. It goes beyond just fuel quality and covers fueling operations. Part of being an aviation service provider is taking on calculated risks. To help you mitigate those risks, Phillips 66 Aviation provides branded dealers with $50 million excess liability insurance coverage. This provides important supplemental coverage over and above your primary insurance policy, for certain risks associated with fueling-related incidents. There is a minimum base coverage of $1,000,000 in liability insurance required by the FBO. Full details of the program can be provided at any time.



Phillips 66® Crisis Management Plan

All Phillips 66 emergency protocol material including forms, posters and reporting process will be provided to FBO.



All reported incidents will be coordinated by Phillips and a report of findings will be provided using the P66 inspection process.

Everything possible is done to insure delivery of clean, dry, and on-spec product. Very rarely there are situations where product is delivered or comes off spec while in storage. In those cases, a call to our office starts a process where product is tested at a certified lab. If found to be off-spec it is removed and disposed of safely. We then work with a qualified contractor to 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 WFS.

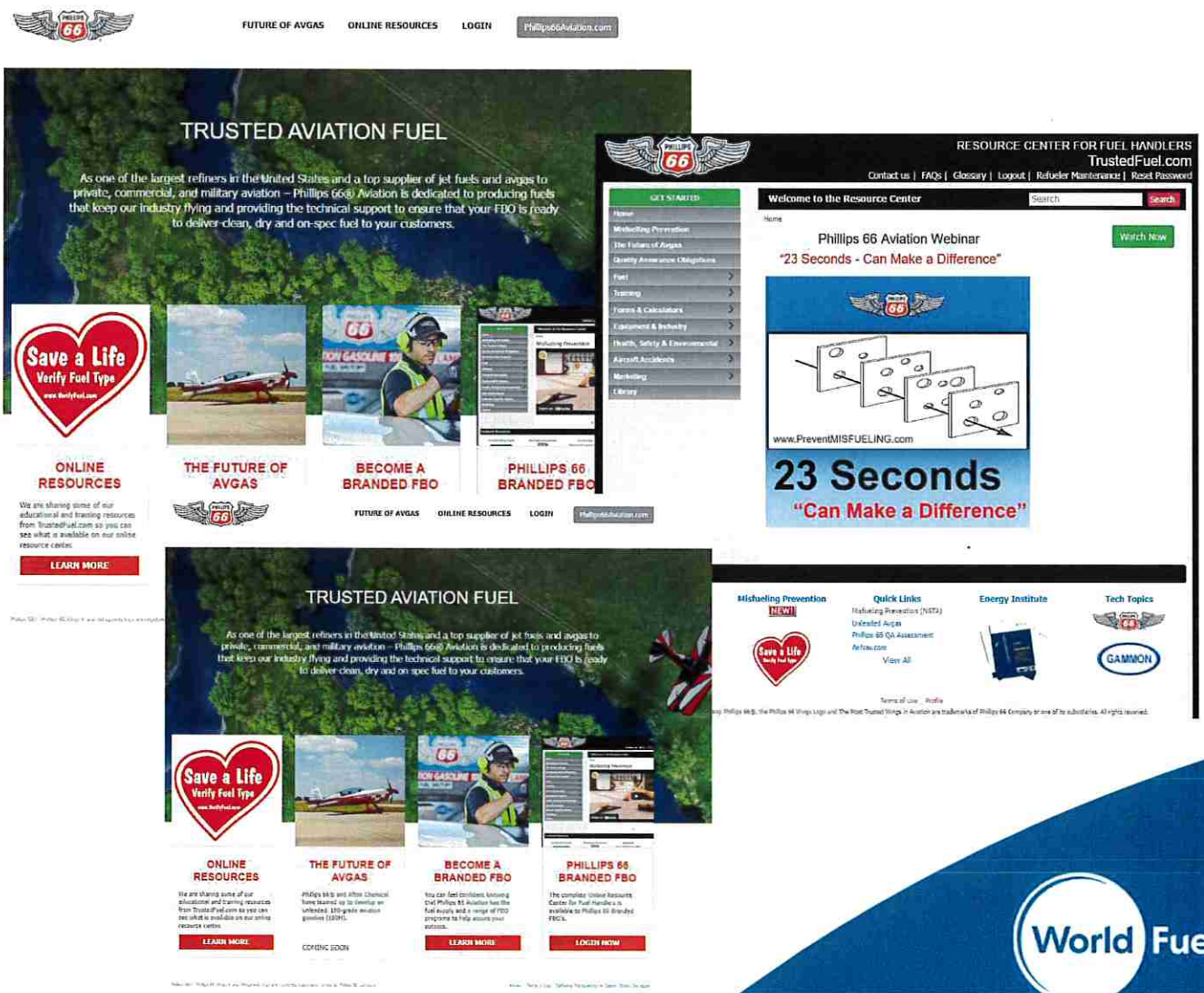
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QUALITY CONTROL – EXCLUSIVE ONLINE TRAINING PROGRAM

Phillips 66 Online Training

- **Exclusive to Phillips 66® branded dealers**
- One-stop resource for Phillips 66® aviation fuel handling guides and manuals, health, safety and environmental information, technical specifications and training enrollment
- Phillips 66® aviation quality control training videos provide step-by-step fuel quality assurance testing procedures
- Complimentary access to suite of industry guidance from Energy Institute and Gammon Technical Products www.trustedfuel.com

Sample pages from trustedfuel.com



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LINE SERVICE & SUPERVISOR TRAINING

SAFETY 1ST NATA

NATA SAFETY 1ST PROFESSIONAL LINE SERVICE TRAINING

The NATA Safety 1st program, 14 CFR Part 139.321, delivered online or onsite, is recognized throughout general aviation as the standard for flight line operations training. A single subscription covers initial and recurrent line service training as well as supervisor training.

CORE MODULES

- Introduction and Ground Servicing
- Safety
- General Fuel Servicing
- General Towing Procedure

ADDITIONAL MODULES

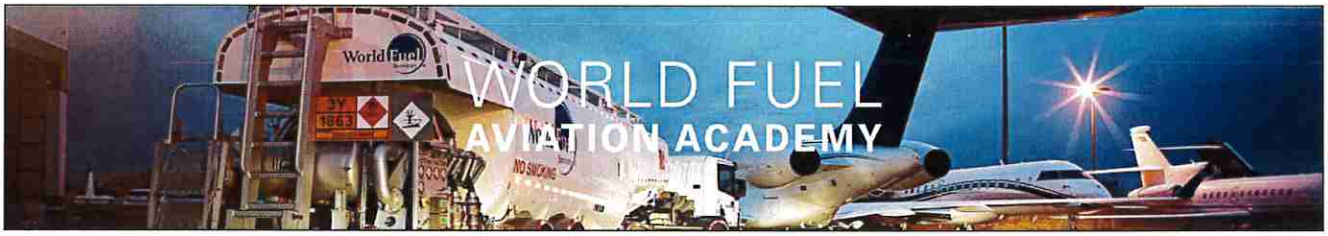
- Fuel Farm Management
- Customer Service
- Fire Safety
- Aviation Security

Subscription Model - NATA Membership Fee Required – As a World Fuel customer you can take advantage of the **Discounted rate of $99 per employee per year.**

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World Fuel

CUSTOMER SERVICE TRAINING PROGRAM



World Fuel, in collaboration with Workday, have created an outstanding training program that is directed towards improving customer service and generating greater profit for the FBO. Courses are generally between 20 and 45 minutes long, are trackable, and are designed for both the beginner to aviation and the experienced employee, the management team and even the accounting department. How to drive business to the no fee and low fee credit cards. How to use the Rewards programs as a tool to generate greater uplifts and to reduce your credit card expense, and much more.

Line Service eLearning courses include:

- Refueler: learn various functions and features of refuelers
- TCS Register: videos showing capabilities and uses of the TCS 3000 Register
- Using the Rewards programs to increase uplifts and build customer loyalty
- General Aviation 101: lays a foundation of basic industry knowledge

Customer Service Programs & Sales eLearning courses include:

- Customer Service 101: Learn everything that you need to know about providing great customer service. Followed up with personal assessments and a quiz.
- AVCARD by World Fuel: use the course as a tool to drive business to the lowest fee cards or no fee cards. It really works.
- Customer Service Success stories

Management and Accounting courses include:

- Recorded forum on maintaining business and preparing for the road ahead (Covid-19 related)
- Teamwork: How to be an effective team
- Goal Setting
- Effective meetings
- Hiring
- Preventing aggressive behavior
- Safety awareness

There are more courses than what is shown above and courses are added periodically.

World Fuel Aviation Academy is a FREE program

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REFUELER LEASE PROGRAM

World Fuel brings expertise and industry best practices to provide technical solutions tailored to your operation's specific needs. From the provision of vehicles and equipment to access to industry-standard training and quality assurance support, we leverage the knowledge and resources of our global team to help your operation run safely and efficiently.



Largest North American Fleet – 1,000+ unit fleet of refueler trucks and fueling equipment.

Newest fleet in the industry with 60% of our fleet being less than 10 years old or newer.

Electronic metering with full software/technology integration to drive operational efficiency

Technical Support: Equipment department available at 800-272-3681 for technical support and parts and filter orders.

Relief Refuelers – World Fuel has a sizable loaner fleet supported by equipment specialists and to accommodate emergency repairs and special events.

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CONTRACT FUEL

World Fuel has the largest contract fuel program in the world

As a global company and fuel supplier, World Fuel serves 94% of all business aviation aircraft operating in the global market today. This includes supply agreements with both international and domestic aircraft customers, Part 121 commercial airlines, Part 91, Part 135, and fractional operators. World Fuel Contract Fuel Program meets their needs with trade credit terms, credit risk, pricing, and supply requirements, more than 4,200 locations accept World Fuel Contract Fuel.

WORLD FUEL
CONTRACT

Highlights of the Contract Fuel Program include:

- Seamless processing with preferred software.
- Dedicated Flight Department sales team to work with the airport and flight departments to ensure we convert card transactions to your preferred payment method, increasing revenue and reducing expenses.
- Process any aviation fuel product through the program with a 0% processing fee.
- Set your own into-plane fees and volume tiers to meet sales and profitability objectives.
- Electronic payment deposits via EFT in 72 business hours, same as credit cards are.
- World Fuel awards customers with World Fuel Rewards on every World Fuel Contract gallon purchased at your FBO.

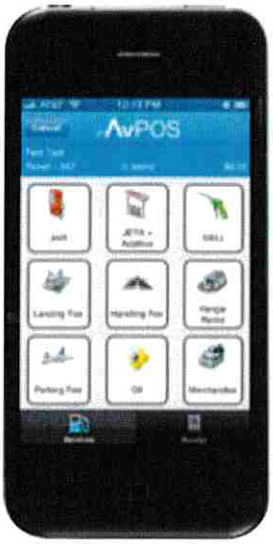
Our vast network provides you the **competitive edge to drive your business**. We leverage market strength with our investments in technology, payment solutions, and rewards programs, which directly benefit your business's bottom line.



22,000+	Rewards members
9,000+	Flight departments supported
8,600+	AVCARD by World Fuel merchants
4,200+	Contract fuel locations
700+	World Fuel FBO locations
85+	Air Elite by World Fuel locations

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SOFTWARE PROCESSING



avPOS

Point of Sale Software:

avPOS is the next generation of FBO Point of Sale payment processing offering a web-based desktop POS and available mobile payment solutions.

avPOS will be provided free of charge (valued at $30/mo)

- Industry leading end to end processing engine, backed by 30+ years of software development, delivery and support
- Capture sales anywhere, including the ramp – mobile pay supports payment anywhere on the airport and in a "contactless" environment
- 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 with more than 3.5M transactions annually
- Supports $1.4 billion in aviation transaction processing

RFP Items:

- **Military AIRCARD accepted.** All military card transactions, including military AIR Card, process on the same terminal as retail sales.
- **Touch-screen transactions.** Retail, contract, military, and into-plane sales all run through a touch-screen desktop terminal and mobile ramp devices.
- **Accounting integration.** Transaction and settlement data export to QuickBooks and comparable general-ledger systems. World Fuel can do this with a export CSV file that is able to be imported into Quickbooks.
- **Hardware included.** Touch-screen terminal, card reader and PIN pad, receipt printer, and ramp payment device, at no added cost.

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PHILLIPS 66 BRANDED SIGNAGE

- Signage provided - pole and/or building signs available in different sizes
- World Fuel will coordinate with the airport to identify and implement signage replacements that best satisfy the airport needs.
- Installation costs will be the responsibility of World Fuel
- 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



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COOPERATIVE ADVERTISING

- **This is an optional program**
- Co-operative advertising is a per gallon rate of your choice, typically $0.005 per gallon and is accumulated on all bulk fuel gallons purchased from World Fuel.
- Accrual based on the previous year's volume, 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.
- Claims are processed upon receipt to assist in covering transitional costs such as uniform changes, business card changes, etc.
- Branding guidelines and an approved branding logo will be provided and must be used for all advertising, uniforms, marketing and printed materials.
- 50% reimbursement of paid invoices for qualified items
- 100% reimbursement of paid invoices for NATA membership and Safety 1st paid invoices

Items that Qualify for Co-Op Marketing with approved logos
Advertising development, design and execution 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
Printed Materials
Trade Shows & Industry Exhibition (plus travel)
Uniforms
Website
Personnel Training Conference (plus travel) to improve service delivery
Aviation Related Website/Software Fees
Promotional Mailings, Communications Tools and Up-selling Programs
Airport/FBO Specific Events
Industry Specific Dues and Subscriptions
World Fuel Rewards Purchases
Flight Tracking Subscriptions
FBO Facility Improvements

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MARKETING AND GROWTH SUPPORT

Advertising And Promotions

Our Marketing as a Service program is built to accelerate your growth with strategic guidance, targeted campaigns, and hands-on support tailored to your business goals.

Strategy and campaigns

- Awareness and geo-targeted campaigns built around a specific objective, such as filling hangar space.
- Marketing packages tailored to a single push, including CAA voting initiatives.
- Enterprise digital tools, data insights and web performance analysis.

Customer engagement

- Social media content, design support and FBO Spotlight features.
- World Fuel Rewards promotions targeted to flight departments to drive repeat visits.
- Customer surveys and research to guide continuous improvement.

Onsite branding

- Banners, collateral and promotional items for the FBO.
- Digital and print graphics developed and produced for you.

Recognition and reputation

- Press strategy, media outreach and professionally written press releases.
- Support for industry rankings and awards - not just recognized, remembered.
- Professional representation at industry events and within aviation networks.



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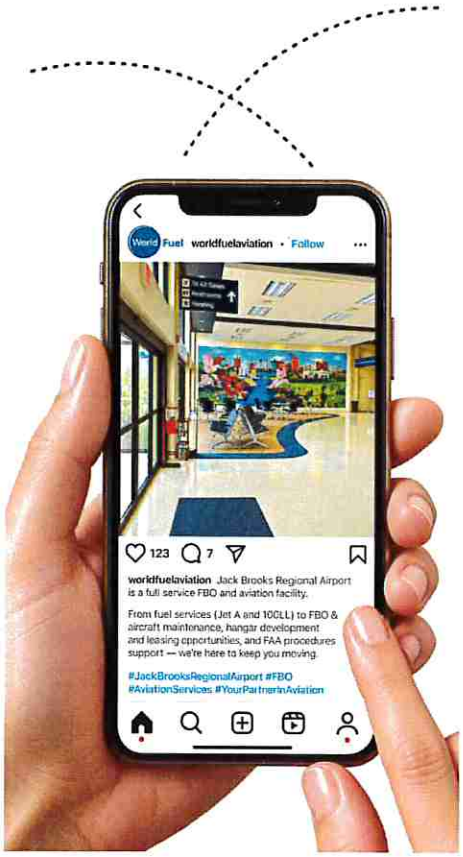
MARKETING AND GROWTH SUPPORT

Advertising And Promotions

With the brand set, World Fuel puts Jack Brooks Regional Airport (KBPT) in front of the people who plan the trips - across the channels flight departments already use.

- Quoting platforms reaching 40,000+ business aviation aircraft
- FBO Locator, AIN, FlightAware, Ac-u-kwik, FltPlan and AirNav
- Email to flight departments, World Fuel websites and social channels







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MARKETING & GROWTH SUPPORT

Community & Event Support





Supporting community events and regional attractions throughout Jefferson County and Southeast Texas.

World Fuel recognizes the traffic peaks that drive activity at Jack Brooks Regional Airport (KBPT) - Gulf Coast energy charter movements, military AIRCARD traffic, and hurricane-season relief operations. We are prepared to support and promote airport-sponsored events during these peaks, as well as community events such as Drone Safety Day and airport open houses.

Activation options to explore:

- Co-branded giveaways, including hats and umbrellas
- Event promotion tied to open houses and high-visibility travel weekends

Co-Branded Merchandise

JACK BROOKS REGIONAL AIRPORT



Our goal is to support events that are well-executed, compliant, and reflective of the airport's important role in serving Jefferson County, Southeast Texas, and the broader aviation community.

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TRADE SHOW & CONVENTION SUPPORT

World Fuel is active in every part of the general aviation industry and therefore we are visibly present at all domestic and international industry events. World Fuel provides the opportunity for FBO's to be a part of our larger presence at:

- NBAA-BACE
- NBAA Schedulers and Dispatchers
- NBAA Regional events
- Latin America Business Aviation Conference & Exhibition (LABACE)
- European Business Aviation Conference & Exhibition (EBACE)
- Aviation Community Regional, National and Global Events

Themes, giveaway drawings and other highly-effective promotions are employed to generate buzz and excitement at these shows in order to provide our participating FBOs the best exposure and foot traffic from the trade show's attendees. No other fuel supplier generates the level of excitement and attendee traffic which will generate leads and sales opportunities for the Airport.



2026
44th TEXAS AVIATION CONFERENCE

Texas Aviation Conference
World Fuel strongly supports participation in the annual Texas Aviation Conference. This year's event was held March 31-April 3 at Embassy Suites by Hilton Dallas-Frisco Convention Center in Frisco, Texas.

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COMPANY QUALIFICATIONS AND EXPERIENCE

From takeoff to touchdown, World Fuel delivers supply confidence, customer reach, operational support, and proven aviation performance at scale.

BY THE NUMBERS

40+
Years in Business

12,000
Customers

40,000
Business Aircraft

79,982
World Fuel Cardholders

1,450+
Branded FBOs Globally

7.1B
Gallons Sold Globally

8,600
AVCARD Merchant Locations

21,000+
World Fuel Rewards Members

4,200+
World Fuel Contract Fuel FBOs

World Fuel brings the scale, financial strength, aviation expertise, and integrated programs required to support full operating environment and long-term customer growth.

WORLD FUEL EXPERIENCE

Supply Strength
Global aviation fuel supply, logistics, inventory, contract fuel, commercial, government/DLA, and General Aviation support.

Financial Stability
Public-company discipline, financial capacity, and long-term partnership strength to support airport growth.

Airport Experience
Proven support for airports, FBOs, flight departments, commercial operators, and aviation customers worldwide.

Customer Payment Platforms
AVCARD, contract fuel, credit card processing, rewards, software support, and customer growth tools.

Operational Support
Refueler programs, technical support, training, quality oversight, marketing resources, and value-added services.

INDUSTRY RECOGNITION

2025 Professional Pilot PRASE Survey

#1 AVCARD Fuel Card | #1 World Fuel Trip Support

2026 Gulfstream Above & Beyond Supplier Award Recipient

LOYALTY REWARD PROGRAMS

World Fuel Rewards

World Fuel Rewards Loyalty Program is accepted worldwide.

Bank of Points - World Fuel

- 1 point per 5 USG Contract Fuel sold
- 1 point per $50 USD AVCARD® transactions
- 1 point per 100 USG Bulk fuel purchased

Your FBO awards points directly to your customers

Minimum purchase 5,000 points ($100) to unlock the complimentary bank of points

Points expire at the end of each calendar year

Eligibility (U.S. Only):

- Pilots
- Schedulers & Dispatchers
- Flight Crew Members
- Flight Departments



Double Dip? Yes, You Can!



WINGPOINTS
Rewards With Altitude®

Phillips 66 Aviation Loyalty Program at over 500 locations in the U.S.

WingPoints members earn points instantly by providing their card at the participating locations, and bonus points for using the Wings card (card must be present)

Eligibility (U.S. Only):

- Pilots
- Schedulers & Dispatchers
- Flight Crew Members
- Flight Departments

Free Membership

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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

PHILLIPS 66®
COMPASSION FLIGHT

- **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

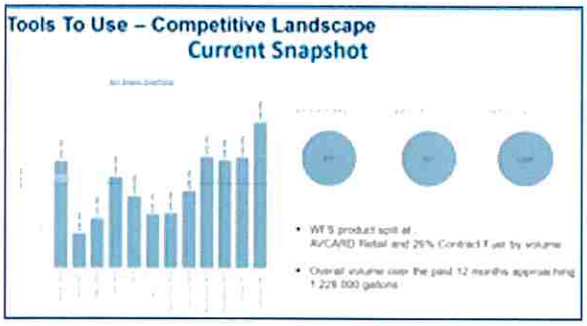
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FASST (FBO and Airport Solutions Sales Team)

The only fuel supplier with a dedicated sales team to work with the Airport and flight departments to ensure we convert card transactions to your preferred payment method, increasing revenue and reducing expenses.

- FASST will work one-on-one to understand your business growth goals through consistent communication, meetings and measurable data tracking.
- Advocate for the Airport, by working within your plan and assisting in converting customers with high fee cards to World Fuel Contract Fuel or AVCARD.
- Target new business, understand the market, and market promotions/special events with World Fuel Rewards
- Collaborate between Airport / FBO and Flight Department Team / Customer to ensure customer satisfaction.
- Access to World Fuel's database, which aggregates five of the top industry flight-tracking providers into a single dataset, for competitive intelligence and refined sales strategy.







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WORLD FUEL FBO ADVISORY COUNCIL

- **Dedicated FBO Advisory Council**: Comprised of FBO/Airport industry experts and key management stakeholders.
- **In-person and Virtual Meetings**: Ensures continuous dialogue and feedback.
- **Strategic Insights**: Provides valuable perspectives on market trends and operational improvements.

Value Proposition of Working with a Customer-Centric Fuel Supplier

- **Listening to Customer Feedback:**
  - Tailored Solutions: Customizes services based on specific needs and preferences.
  - Proactive Adjustments: Quickly adapts to changing requirements and feedback.
- **Sharing Best Practices:**
  - Industry Benchmarks: Implements proven strategies from leading FBOs.
  - Operational Excellence: Enhances efficiency and service quality.
- **ROI and Expense Savings:**
  - Cost-Effective Solutions: Identifies opportunities for reducing operational costs.
  - Revenue Growth: Leverages best practices to boost profitability.
- **Customer Care:**
  - Dedicated Support: Provides personalized assistance and problem resolution.
  - Long-Term Partnerships: Builds trust and fosters lasting relationships.



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DEDICATED SUPPORT TEAM

Our dedicated team and suite of industry leading products provides you more value than any other supplier. Whether we're helping customers meet operational performance goals or investing in programs to help drive growth, we deliver solutions that go beyond fuel.

You can harness our aviation expertise and reliable fuel supply to enhance your core operations.



David Byers, Senior Account FBO Executive covering TX, OK, AR, LA

- David has spent over 15 years in Business Aviation.
- David started as a line service technician while attending the University of North Texas, which gave him a real understanding of FBO operations. After graduating, he stayed in FBO operations for 10 years, eventually becoming an operations manager for a major commercial FBO chain. David understands the daily stressors, the operational challenges, and what customers expect when they show up on the ramp.
- David managed global FBO operations for an international trip support company, where he focused on improving efficiency through digital tools, API integrations, and data analytics. Today, he uses everything he has learned to help customers spot opportunities, solve problems, and build smarter, more resilient operations that support long-term success.



Vicki Matso, Sales Executive, FASST, Great Plains

- Vicki is a high-performing aviation sales executive dedicated to building strong, solutions-driven partnerships across the aviation fuel and FBO ecosystem. At World Fuel Services, she specializes in delivering tailored fuel and service solutions that strengthen customer performance, expand market opportunities, and build long-term partnerships. She leverages nearly two decades of industry experience, which includes fuel solutions, safety expertise, and operational excellence.
- Vicki also actively supports the aviation community through volunteer leadership. She volunteers with Dream Flights and serves on the board of the South Texas Business Aviation Association, reinforcing her commitment to strengthening the regional aviation network through advocacy, education, and collaboration.



Maria Oliva Garcia, Aviation Customer Experience Support (ACES)

- Key point of contact assigned to your team
- Schedules support training
- Assists in program enrollment (Flight Tracking, World Fuel Aviation Academy)
- Credit card processing & invoicing questions
- Manages co-op submissions and reimbursement

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ONBOARDING – PROPOSED TRANSITION

Our new customers tell us that what differentiates World Fuel from the previous supplier is that we follow through on executing the programs that we offer. We schedule meetings with your team and coach / work with your team to use the tools we provide to help you grow your business, more profitably and more safely.

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 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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OUR COMMITMENT AND NEXT STEPS

Partnering for Growth at Jack Brooks Regional Airport

Thank you for the opportunity to present our proposal. We appreciate your consideration and the opportunity to support Jack Brooks Regional Airport's continued growth and success. Through reliable fuel supply, competitive pricing, flexible financial support, and a commitment to long-term partnership, World Fuel is prepared to deliver meaningful value today while supporting the airport's future goals.

Thank You for Your Consideration!

We appreciate the opportunity to serve as your aviation fuel and equipment partner.



EVERY MISSION FUELED.
LET'S FLY TOGETHER

World Fuel

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

September 1, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 26-055/CG) Term Contract for Aviation Fuel for Jack Brooks Regional Airport.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and to (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 Purchasing Department (1st Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Aviation Fuel for Jack Brooks Regional Airport**
BID NUMBER:	**(IFB 26-055/CG)**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, October 7, 2026**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffersoncountytx.gov.

Jefferson County encourages Disadvantaged Business Enterprises (DBE/ACDBEs), Minority/Women Business Enterprises (M/WBEs), Small Business Concerns (HUBZone) and Veteran Heroes United In Business (VetHUB) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
The Examiner:
September 3, 2026 & September 10, 2026

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BID SUBMISSIONS: One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet in its entirety. Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda. Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/
Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications and plans revised as of July 27, 2026.

1. BIDDING.

1.1 BIDS.
All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.
The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.
Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.
A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.
Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.
Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.
All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitution(s) as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES.
The invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.
Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications

is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.
Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.
Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.
Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.
Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.
All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.
Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing Department website. Vendors are responsible for monitoring the website in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.
Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.
Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.
A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery,"

and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.
To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.
If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder must clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.
Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.
Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.
All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION.
All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.
Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.
All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract, are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.
Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.
Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.
Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.
The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.
The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.
At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.
All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.
Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.
Under the "Hazardous Communications Act," commonly 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 receiving 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 pursuant to Texas Government Code §2251.022.

3.4 FUNDING.
Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.
The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.
No different or additional terms will become part of this contract with the exception of a change order. No oral

statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERIMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within **90** days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during

non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions are modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION.

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. FISCAL FUNDING.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be

posted on the Purchasing web page at https://jeffersoncountytx.gov/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY.

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the Bid Form included), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY.

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING.

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. NOTICE TO PROCEED/PURCHASE ORDER.

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION.

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection

with the submitted offer.

- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. SMALL, MINORITY, WOMEN BUSINESS ENTERPRISE, VETHUB, DBE & ACDBE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small Business Concerns (HUBZone), Minority (MBE), women-owned (WBE) businesses, Veteran Heroes United in Business (VetHUB), Disadvantaged Business Enterprise (DBE) & Airport Concession Disadvantaged Business Enterprise (ACDBE) in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550 B
Dallas, TX 75247
214-920-2436
Website: www.mbda.gov/business-center/dallas-mbda-business-center
Email: admin1@mbdadallas.com

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: https://www.mbda.gov/zh-hans/business-center/el-paso-mbda-business-center
Email: treed@ephcc.org

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324 B
San Antonio, TX 78207
210-458-2480
Website: https://www.mbda.gov/zh-hans/business-center/san-antonio-mbda-business-center
Email: Jacqueline.jackson@utsa.edu

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):
Website: https://www.sba.gov/local-assistance

Dallas/Fort Worth District Office
150 West Parkway, Ste. 130
Euless, TX 76040
817-684-5500
Website: https://www.sba.gov/district/dallas-fort-worth
Email: dfwdo.email@sba.gov

El Paso District Office
211 N. Florence St, Ste. 201
El Paso, TX 79901
915-834-4600
Website: https://www.sba.gov/district/el-paso
Email: lee.vega@sba.gov

Houston District Office
8701 S. Gessner Dr, Ste. 1200
Houston, TX 77074
713-773-6500
Website: https://www.sba.gov/district/houston
Email: houston@sba.gov

Lower Rio Grande Valley District Office
2422 E. Tyler Ave, Suite E
Harlingen, TX 78550
956-427-8533
Website: https://www.sba.gov/district/lower-rio-grande-valley
Email: lrgvdo.email@sba.gov

San Antonio District Office
615 E. Houston St, Ste 298
San Antonio, TX 78205
210-403-5900
Website: https://www.sba.gov/district/san-antonio
Email: sado.email@sba.gov

West Texas District Office
1205 Texas Ave, Room 408
Lubbock, TX 79401
806-472-7462
Website: https://www.sba.gov/district/west-texas
Email: lubdo@sba.gov

VetHUB certification information can be found at:

Statewide Procurement Division VetHUB Program
P.O. Box 13186
Austin, TX 78711
512-463-5872
Website: https://comptroller.texas.gov/purchasing/vendor/hub
Email: vethubprogram@cpa.texas.gov

HUBZone small business concern certification information can be found at:

U.S. Small Business Administration
409 3rd St., SW
Washington, DC 20416
866-722-4357
Website: https://www.sba.gov/federal-contracting/contracting-assistance-programs

Email: certifications@sba.gov

DBE & ACDBE certification information can be found at:

Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701
512-416-4700
Website: https://txdot.txdotcms.com
Email: civilrights@txdot.gov

PROPOSER: INSERT HUBZone SBE, VetHUB, MBE, WBE, DBE or ACDBE Certification behind this page.

SECTION 2: FEDERALLY MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.318-327 & §200.327 APPENDIX II TO 2 CFR §200 & THE FEDERAL AVIATION ADMINISTRATION

The following are Federally mandated contract provisions for Non-Federal Entity (NFE) Contracts with contractors/vendors that may arise from this offer if funded under Federal Awards, as applicable. All contracts shall be in accordance with the current version of Mandated Contract Provisions at time of procurement, as applicable.

During the performance of this contract, the bidder/proposer agrees as follows:

A. Contracts for more than the simplified acquisition threshold ($350,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Breach of Contract - Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Jefferson County will provide contractor written notice that describes the nature of the breach and corrective actions the contractor must undertake in order to avoid termination of the contract. Jefferson County reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Jefferson County elects to terminate the contract. Jefferson County's notice will identify a specific date by which the contractor must correct the breach. Jefferson County may proceed with termination of the contract if the contractor fails to correct the breach by deadline indicated in Jefferson County's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Termination for Convenience:

Jefferson County may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Jefferson County. Upon receipt of a written notice of termination, except as explicitly directed by Jefferson County, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to Jefferson County all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.

6. Take action as directed by the owner to protect and preserve property and work related to this contract that Jefferson County will take possession.

Jefferson County agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), as amended by Executive Order 14173, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Complete Civil Rights Compliance Form in these specifications.

D. Civil Rights – Title VI Assurance: Jefferson County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations

under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.) prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. Davis-Bacon Act

As amended (40 U.S.C. 3141-3148). Prime construction contracts in excess of $2,000 are in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. All suspected or reported violations will be reported to the Federal awarding agency by Jefferson County. The following is the current prevailing wage determination issued by the Department of Labor at time of solicitation:

F. Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3,

Applicable or all prime construction contracts above $2,000 and when the Davis-Bacon Act also applies, for all contracts and subcontracts. The Copeland "Anti-Kickback" Act clause is not federally required for procurements under FEMA's PA or HMA Programs.

"Compliance with the Copeland "Anti-Kickback" Act.

1) Contractor. The Contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Entity providing funding may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

G. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

"Compliance with the Contract Work Hours and Safety Standards Act" in accordance with 29 CFR §5.5 (b)(1)-(5).

1) ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

3) ***Withholding for unpaid wages and liquidated damages*** —
    i. ***Withholding process.*** The Federal agency providing funding or Jefferson County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
    ii. ***Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
        (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
        (B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
(D) A contractor's assignee(s);
(E) A contractor's successor(s); or
(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5) ***Anti-retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
   i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
   ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
   iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
   iv. Informing any other person about their rights under CWHSSA or this part.

"Further Compliance with the Contract Work Hours and Safety Standards Act" in accordance with 29 CFR §5.5 (c) for any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR § 5.1

1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.
2) Records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of Jefferson County, the Department of Homeland Security, the Federal Entity providing funding and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

H. Rights to Inventions Made Under a Contract or Agreement.

1) If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
2) The vendor/contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f), Rights to Inventions).

I. Clean Air Act (42 U.S.C. 7401-7671q.) **and the Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended for all contract amounts in excess of $150,000.

1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* and pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et. Seq.*
2) The contractor agrees to report each violation to Jefferson County and understands and agrees that Jefferson County will, in turn, report each violation as required to assure notification to the Federal Entity from which Jefferson County has received a Federal Award, and the appropriate Environmental Protection Agency Regional Office.
3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by a Federal Entity.

J. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award pursuant to (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Complete Debarment/Suspension Certification Form in these specifications.

K. Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352) Contractors must sign and submit certification to Jefferson County with each bid or offer exceeding $100,000. Complete Byrd Anti-Lobbying Certification Form in these specifications.

L. Procurement of recovered materials. 2 CFR § 200.323. 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.

1) Competitively within a timeframe providing for compliance with the contract performance schedule;
2) Meeting contract performance requirements; or
3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA (www.epa.gov). The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

M. Prohibition on certain telecommunications and video surveillance equipment or services. 2 CFR § 200.216. As of November 12, 2020, all Federally funded project recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all Federally-funded contracts and subcontracts, including any purchase orders.

1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause
2) Prohibitions.
    a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
    b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Agency to:
        i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
        ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
        iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
        iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
    c. Exceptions.
        i. This clause does not prohibit contractors from providing
            1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide.
            2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
        ii. By necessary implication and regulation, the prohibitions also do not apply to:
            1. Covered telecommunications equipment or services that:
                a. Are not used as a substantial or essential component of any system; and
                b. Are not used as critical technology of any system.
            2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
    d. Reporting requirement.
        i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(ii) of this clause to the recipient or

subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

N. Prohibition of Covered Unmanned Aircraft Systems (UAS): The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

O. Domestic preferences for procurements. 2 CFR § 200.322.

1) The contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
2) For purposes of this section:
   a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

P. Buy American Preferences for Infrastructure Projects

"Build America, Buy America Act (BABAA) 2 CFR part 184. Complete Build America, Buy America Act (BABAA) Certification Form in these specifications.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to Jefferson County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the funding Federal Agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the funding Federal Agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to the funding Federal Agency.

Q. Occupational Safety and Health Act of 1970 - All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

R. Seismic Safety - The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

S. Access to Records and Reports - The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide Jefferson County, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

T. Federal Fair Labor Standards Act (Federal Minimum Wage) - All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

U. Trade Restriction Certification - By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR .

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to Jefferson County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through Jefferson County cancellation of the contract or subcontract for default at no cost to Jefferson County or the FAA.

V. **Veteran's Preference** - In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

W. Tax Delinquency and Felony Convictions - The Contractor shall be required to complete the certification regarding tax delinquency and felony convictions included in these contract documents.

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

X. Prohibition of Segregated Facilities –

1. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract
2. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
3. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

Y. Distracted Driving - In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, Jefferson County encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

Z. Procurement of Recovered Materials - Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or,
2. The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement- guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

1. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
2. Fails to meet reasonable contract performance requirements; or
3. Is only available at an unreasonable price.

AA. Disadvantaged Business Enterprise - The Contractor, subrecipient or subcontractor shall not discriminate on the basis of social or economic status in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53)

The prime contractor must not terminate a DBE subcontractor listed in bid without prior written consent of Jefferson County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from Jefferson County. Unless Jefferson County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Jefferson County may provide such written consent only if Jefferson County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.Before transmitting to Jefferson County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Jefferson County, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Jefferson County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Jefferson County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Jefferson County may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

The Contractor Eastern Aviation Fuels, Inc. dba TITAN Aviation Fuels certifies or affirms the agreement and compliance will all Federally mandated contract provisions listed above in Section 2 where applicable.

Steve Drzymalla Digitally signed by Steve Drzymalla Date: 2026.10.06 20:17:32 -04'00'

Signature of Contractor's Authorized Official

Steve Drzymalla - Chief Commercial Officer

Name and Title of Contractor's Authorized Official

October 6, 2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause) as amended by Executive Order 14173

During the performance of this contract, the Contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

Steve Drzymalla Digitally signed by Steve Drzymalla Date: 2026.10.06 20:18:13 -04'00'

Signature of Contractor's Authorized Official

Steve Drzymalla - Chief Commercial Officer

Name and Title of Contractor's Authorized Official

October 6, 2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

1. The bidder/proposer certifies, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 and 12689. The term "principal" is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the contractor. The contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

2. The bidder/proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

The Contractor Eastern Aviation Fuels, Inc. dba TITAN Aviation Fuels certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Steve Drzymalla Digitally signed by Steve Drzymalla Date: 2026.10.06 20:18:48 -04'00'

Signature of Contractor's Authorized Official

Steve Drzymalla - Chief Commercial Officer

Name and Title of Contractor's Authorized Official

October 6, 2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Steve Drzymalla Digitally signed by Steve Drzymalla Date: 2026.10.06 20:19:35 -04'00'

Signature of Contractor's Authorized Official

Steve Drzymalla - Chief Commercial Officer

Name and Title of Contractor's Authorized Official *(Please Print)*

October 6, 2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 2050

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application ____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

BUILD AMERICA, BUY AMERICA ACT (BABAA) CERTIFICATION

"The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Aviation Fuels Supply project that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with Federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

"The Contractor Eastern Aviation Fuels, Inc. dba TITAN Aviation Fuel certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Steve Drzymalla Digitally signed by Steve Drzymalla Date: 2026.10.06 20:20:12 -04'00'

Signature of Contractor's Authorized Official

Steve Drzymalla - Chief Commercial Officer

Name and Title of Contractor's Authorized Official

October 6, 2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet **in its entirety**.

The County requests that bid submissions NOT be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Bids must be submitted in complete original form by mail or messenger to the following address:
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

BID PACKAGING: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, October 7, 2026.

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

COURTHOUSE SECURITY: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.
Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2026):

~~January 1, 2026 (Thursday) - New Year's~~
~~January 19 (Monday) - Martin Luther King, Jr. Day~~
~~April 3 (Friday) - Good Friday~~
~~May 25 (Monday) - Memorial Day~~
~~June 19 (Friday) - Juneteenth~~
~~July 3 Observed (Friday) - Independence Day~~
September 7 (Monday) - Labor Day
November 11 (Wednesday) - Veteran's Day
November 26 & 27 (Thursday & Friday) - Thanksgiving
December 24 & 25 (Thursday & Friday) Christmas

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Cindy Greene, Contract Specialist** at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at deb.clark@jeffersoncountytx.gov. The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, Monday, September 14, 2026.**

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project. However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

An official website of the United States government Here's how you know

Contract Awards Data Delayed Show Details
Oct 1, 2026

See All Alerts

ISR Workspace: Increased Contract Volume
Show Details
Jun 26, 2026

SAM.GOV®

Home Search Data Bank Data Services Help

Entity Is Already Registered

This entity has a SAM.gov registration.

YOUR ENTITY

EASTERN AVIATION FUELS, INC. ACTIVE REGISTRATION
Doing Business As: Titan Aviation Fuels

Unique Entity ID
JURSNNYKAPV3

Physical Address
601 MCCARTHY BLVD
(No Street Address 2)
NEW BERN, NC 28562-5232
USA

You need a role assigned to your SAM.gov account to manage this entity. Another person in your organization with the Entity Administrator role receives role requests and can grant role access to others. This may be whoever first registered the entity or most recently managed the registration renewal.

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Bidding Vendor, to the Jefferson County Purchasing Department **with bid submission.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/filinginfo/elf_filer_type.php

A sample of a completed FORM 1295 is included on **PAGE 40.**

FORM 1295 Implementation Background:
In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?
Answer: No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:
What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:
- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT.
JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
JEFFERSON COUNTY, TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X

5 Check only if there is NO Interested Party. CHECK BELOW IF APPLICABLE ☐

6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____ (month), 20_____ (year).

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

Must file online at www.ethics.state.tx.us/File

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1524890

Date Filed:
10/05/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Eastern Aviation Fuels, Inc. dba 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 Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB 26-055/CG
Term Contract for Aviation Fuel for Jack Brooks Regional Airport

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Eastern Aviation Fuels, Inc., dba Titan Aviation Fuels	New Bern, NC United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is WILLIAM R. LATHAN, and my date of birth is 8/17/1976.

My address is 3503 CANTERBURY RD., NEW BERN (city), NC (state), 28562 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in CRAVEN County, State of NC, on the 6th day of OCTOBER (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

7. DELIVERY.

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to Jefferson County.

8. PAYMENT.

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:
Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. USAGE REPORTS.

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

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 11 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

11.1.3 **Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 10 above**.

11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **11.1. – 11.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.

11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

<u>BIDDER</u>: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

TITAN AEROSPACE INSURANCE

CERTIFICATE OF COMMERCIAL LIABILITY INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Producer:	Named Insured:
TITAN AEROSPACE INSURANCE, LLC 4463 CHEROKEE ST, STE 4 ACWORTH, GA 30114	EASTERN AVIATION FUELS, INC., D/B/A: TITAN AVIATION FUELS 3300 TRENT ROAD NEW BERN, NC 28561

General Liability

Insurer Name: AIG

Policy Number: AP3380404-33

Policy Effective Date: September 1, 2026 Policy Expiration Date: September 1, 2027

Limits of Insurance		
	$ 50,000,000	Products/Completed Operations Each Occurrence Limit and Aggregate
	$ 250,000	Damage To Premises Rented To You Limit (any one premises)
	$ 10,000	Medical Expense Limit (any one person)
	$ 10,000,000	Personal & Advertising Injury Aggregate Limit
	$ NOT APPLICABLE	General Aggregate Limit
	$ 50,000,0000	Excess Products Coverage per Occurrence
	N/A	Hangarkeepers Limit
	$ N/A	Each Aircraft Limit
	$ N/A	Each Loss Limit
	$ NOT APPLICABLE	Hangarkeepers Deductible (each aircraft)

General Aggregate Limit applies per: [X] Policy [ ] Project [ ] Location

Description of Operations/Locations/Endorsements/Special Provisions

ADDITIONAL INSURED(S):

The insurance afforded under the policy is excess coverage for branded fuel related losses excluding environmental and requires One Million Dollars ($1,000,000) of underlying coverage provided by the Certificate Holder and must include the Named Insured as an Additional Insured.
The insurance afforded under the policy applies separately to each insured against whom claim is made or suit is brought.
The certificate holder is only an Additional Insured as pertains to the excess coveragfe.

Additional Insured Status Landlord

THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER.
IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

Cancellation

In the event of cancellation of any policy described above, the insurer will attempt to mail N/A days written notice to the certificate holder prior to the effective date of cancellation. However, failure to do so will not impose duty or liability upon the insurer, its agents or representatives, nor will it delay cancellation.

Certificate Holder:	Certificate No. 261007-01
To Whom It May Concern	
Authorized Representative:	October 7, 2026 TDate of Issue

BIDDER INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: (IFB 26-055/CG) Term Contract for Aviation Fuel for Jack Brooks Regional Airport

Bidder's Company/Business Name: Eastern Aviation Fuels, Inc. dba TITAN Aviation Fuel

Bidder's TAX ID Number: 56-1101119

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: Reggie Nicols **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: reggie.nichols@titanfuels.aero

Mailing Address (Please provide a physical address for bid bond return, if applicable):

601 McCarthy Blvd.
Address

New Bern, NC 82562
City, State, Zip Code

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 26-055/CG.

SCOPE OF PROJECT:

It is the intent of Jefferson County to solicit aviation fuel bids for the Jack Brooks Regional Airport. **The contract shall be for a period of three (3) years from October 31, 2026 through October 30, 2029.**

Price Formula

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Prices will be based on the previous week's average. The Weekly report will be the reference for prices for all purchases made beginning the following Wednesday for a period of one (1) week, which would be from Wednesday through Tuesday.

Bidder will furnish a computer printout each week showing the above calculations and prices in effect for the period, to be emailed to Megan Miller, Airport Financial Analyst at megan.miller@jeffersoncountytx.gov and Elisabeth LeBlanc, Airport Fuel Supervisor at Elisabeth.leblanc@jeffersoncountytx.gov.

All price changes will be emailed to Megan Miller, Airport Financial Analyst at megan.miller@jeffersoncountytx.gov and Elisabeth LeBlanc, Airport Fuel Supervisor at elisabeth.leblanc@jeffersoncountytx.gov and any other airport personnel as requested.

Bids not based on the above formula prices shall be rejected.

Quote F.O.B. delivered to storage tanks, Jack Brooks Regional Airport, Beaumont, Texas, with delivery and unloading charges prepaid. Bidder bears freight charges.

As of August 11, 2026, Jefferson County is subject to and pays taxes and fees as follows:

Tax or Fee	AV Gas Low Lead 100	Jet A
FET	$0.19400	$0.24300
Fed Lust	$0.00000	$0.00100
Fed Superfund Fee	$0.00428	$0.00428
Texas Petro Delivery	$0.00088	$0.00000
Total Tax/Fee per Gallon	**$0.19916**	**$0.24828**

Include state fees and federal taxes totaling $0.19916 per gallon on AV Gas Low Lead 100 and federal taxes of $0.24828 per gallon on Jet A in your price.

Bidder shall furnish a copy of published specifications for fuels required under this invitation to bid.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bids in response to this request, and Jefferson County will not reimburse bidders for these expenses.

Approximate Annual Usage

Estimated volume is indicated below. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder as required. **Minimum Orders are not acceptable.**

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract. Interpretation and enforcement of this agreement shall be according to the laws of the State of Texas.

Technical Specifications

Aviation gasoline for civil and commercial service, herein referred to as AV Gas Low Lead 100, shall meet the current requirements of the American Society of Testing and Materials as set forth in the ASTM D 910, Grade 100LL.

Aviation turbine fuel, herein referred to as Jet A, shall meet the current requirements of ASTM D1655 for Kerosene-type commercial fuels, and **shall not be pre-blended with anti-icing additive.**

Estimated Volume

We estimate our purchases will be approximately as follows. In the past twelve (12) months, total Jack Brooks Regional Airport volume has been approximately 40,000 gallons of AV Gas Low Lead 100 and 740,000 gallons of Jet A. Of this volume, all was purchased by the County for resale. These figures serve as estimates only and no promise is made or implied that these quantities will be purchased.

Credit Cards/"Effective" Bids

Bids shall offer credit card processing for all major credit cards for sales to private aircraft owners and pilots. Service fees (if any) for credit cards must be included in bid. Credit card service fees will be considered when bids are evaluated. It is estimated, based on our previous experience, that our total AV Gas Low Lead 100 volume will be for resale and that 95% of this volume will be credit card sales. We can expect 90% of the Jet A resale volume will be purchased with credit cards. Bids with credit card fees will be factored in order to develop "effective" bids using increments of one cent for percentage point of credit card service fee quoted. For example, a credit card fee of 3% will cause an increment of $0.03 to be added to the price per gallon in order to develop the "effective" bid. Bids shall include the provision of point-of-sale software and all necessary hardware, including touch-screen handling of all transactions, with integration to most accounting software. Bids must include any monthly fees for network connections and maintenance.

All point of sale software for credit card processing must also be able to handle any and all military credit card transactions. Jack Brooks Regional Airport serves military customers and must be able to process military

AIRCARDs. If bidder is unable to process military customer payments, bidder must notify the County in their response.

Bidder must specify any and all software and hardware available, for point of sale and other fuel management activities.

Branded or Unbranded

Bids may be for Branded or Unbranded supply contracts; however, bidder must specify.

Training, Quality Control and Risk Management

Bidders will provide most current electronic versions of the ATA103 manual and NFPA407 manual annually at no cost to the County. Bidders offering FAA approved FAR part 139, ATA 103 training, or other training and seminars should attach such offers to their bid, including approximate costs. Training costs must be included as part of the vendor's proposal.

Refueler

Bid shall include provision of one (1) 3,000-gallon Jet A re-fueler truck. Jefferson County also requests one (1) additional 5,000-gallon Jet A re-fueler truck and one (1) AV Gas Low Lead re-fueler truck. Bids shall include full maintenance coverage except for tires and batteries and must be no more than five (5) years old at the time of delivery. Bidder must specify how service issues will be handled and where the repair services are located. If repair services are outside of Jefferson County, bidder must specify how they intend to move truck and if there will be a replacement truck.

If the bid proposes a lease arrangement, the lease must allow Jefferson County to terminate the lease without penalty upon thirty (30) days written notice. Other lease terms must be submitted with this proposal. Minimum truck specifications must include the following:

Jet A minimum truck specifications must include the following:

- 15 Gallon Stainless Steel Prist Tank with Viper Injection System
- Single Point Delivery
- Overflow Protection
- 240 GPM Singlepoint Nozzle with Digital Meter Readout
- Two (2) 75 GPM Overwing Nozzle fuel Flow Capability – must be driver side center-mount
- Brake Interlock
- Automatic Transmission
- Automatic Prist Injection
- Compliance with all ATA 103 Regulation and NFPA407 Regulations
- Bottom load point located on passenger side
- LED Meters
- Aluminum or Stainless-Steel Oil Cabinet
- Ladder Brackets
- Parts Manual included in Operators Manual.
- Air Conditioning

AV Gas Low Lead minimum truck specifications must include the following:

- LED Meters
- Compliance with all ATA 103 Regulation and NFPA407 Regulations
- Stainless Steel Tank
- Overflow Protection
- Brake Interlock
- Automatic Transmission
- Bottom load point located on passenger side
- Aluminum or Stainless-Steel Oil Cabinet
- Ladder Brackets
- Parts Manual included in Operators Manual
- Air Conditioning

Into-Plane Contract Fuel

Bidders may offer "Into-Plane Contract Fuel" programs. The County may accept or reject such programs independent of other items bid within this request.

Software Programs

Bidders will provide any fueling or credit card software programs they may offer, with any fees associated with each software program.

Co-Mingle

Jefferson County will not accept a bid that proposes co-mingling of fuel.

Signs

The successful bidder shall provide and install signs and emblems acceptable to the Airport Manager, identifying the brand name of fuel provided, grades, and current prices. Signs shall be clearly visible to airplane personnel as they approach the fueling station.

Additional Marketing Support

Bidders desiring to offer cooperative advertising and other marketing support should attach such offer to bid. The Jack Brooks Regional Airport desires to have hats and umbrellas provided as part of a joint marketing program. Provide details of available programs and any associated cost.

County Equipment

The County owns one (1) 750 gallon capacity AV Gas Low Lead 100 truck.

Contact

For further information, bidder may contact Alex Rupp, Airport Director, Jack Brooks Regional Airport at 409-719-4900.

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1 _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Eastern Aviation Fuels, Inc. dba TITAN Aviation Fuel
Company Name

601 McCarthy Blvd
Address

New Bern NC 28562
City State Zip

Steve Drzymalla Digitally signed by Steve Drzymalla Date: 2026.10.06 21:08:22 -04'00'
Signature of Person Authorized to Sign

Steve Drzymalla
Printed Name

Chief Financial Officer
Title

For clarification of this offer, contact:

Reggie Nichols, Regional Sales Manager
Name & Title

252 361 3026 252 633 3125
Phone Fax

reggie.nichols@titanfuels.aero
E-mail

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Aviation Fuel for Jack Brooks Regional Airport for a Contract Term of three (3) years from October 31, 2026 to October 30, 2029.

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 26-055/CG, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge **JEFFERSON COUNTY, TEXAS**	**Date**

ATTEST:

Roxanne Acosta Hellberg, County Clerk **JEFFERSON COUNTY, TEXAS**	**Date**

BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER: IFB 26-055/CG

IFB TITLE: Term Contract for Aviation Fuel for Jack Brooks Regional Airport

IFB DUE BY: 11:00 am CT, Wednesday, October 7, 2026

ADDENDUM NO.: 1

ISSUED (DATE): September 15, 2026

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda.* For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Questions

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Kathy Moss
Witness

Witness

Approved by S.D. Date: October 6, 2026

Authorized Signature (Respondent)

Chief Commercial Officer
Title of Person Signing Above

Steve Drzymalla
Typed Name of Business or Individual

601 McCarthy Blvd
Address
New Bern, NC 28562

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. **Question:** I am wondering who you are currently branded with?

   Answer: We are currently branded with Titan Aviation

2. **Question:** Kindly advise whether qualified suppliers or authorized commercial representatives may participate, and please provide the required Jet-A and 100LL specifications, estimated volumes, delivery arrangements, supplier qualification requirements, bid documents, and official submission procedure.
   Answer: All bidders meeting the minimum specifications as outlined in the bid packet for (IFB 26-055/CG) may bid on the project. Please see specifications for (IFB 26-055/CG) which outline in detail the Jet-A and 100LL specifications, estimated volumes, delivery arrangements, supplier qualification requirements, bid documents, and official submission procedures. Specifications are posted to our website: https://jeffersoncountytx.gov/Purchasing/NoticesForBid

BID FORM

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this IFB.

Item 1. AvGas 100 Low-Lead

Price for AvGas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline-mid, Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

AvGas estimated annual sales are approx. 40,000 gallons, however to make bidding easier, the average annual amount will be 41,000 gallons, based on an average of 8,200 gallons per load delivered and 5 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
A.	Platts Reference Price on [08/25/2026]	$3.489320
B.	Bidder's Markup (Dollars not Percentage)	$0.010000
C.	Federal Excise Tax	$ 0.19400
D.	Federal Superfund Fee	$ 0.00428
E.	Texas Petro Delivery	$ 0.00082
F.	Transport Per Gallon (If Applicable)	$0.320100
G.	Subtotal Fees per Gallon (Sum A to F)	$4.018520
H.	Estimated Annual Quantity (Gallons)	41,000
I.	Annual Price (Line G times Line H)	$164,759.32

J.	Fee per Delivery (If Any):	$0.000000
K.	Est Deliveries per Year	5
L.	Annual Delivery Price (Line J times Line K):	$0.000000

M.	Annual Total Cost for Delivered Fuel: (Line I plus Line L):	$ 164,759.32

BID FORM (Continued)

Item 2. Jet A

Price for Jet A is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline-mid, Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

AvGas estimated annual sales are approx. 740,000 gallons, however to make bidding easier, the average annual amount will be 742,600 gallons, based on an average of 7,900 gallons per load delivered and 95 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
N.	Platts Reference Price on [08/25/2026]	$3.855200
O.	Bidder's Markup (Dollars not Percentage)	$0.010000
P.	Federal Excise Tax	$ 0.24300
Q.	Federal LUST Tax	$ 0.00100
R.	Federal Superfund Fee	$ 0.00428
S.	Transport Per Gallon (If Applicable)	$0,144900
T.	Subtotal Fees per Gallon (Sum N to S)	$4.258380
U.	Estimated Annual Quantity (Gallons)	742,600
V.	Annual Price (Line T times Line U)	$3,162,272.99

W.	Fee per Delivery (If Any):	$0.000000
X.	Est Deliveries per Year	95
Y.	Annual Delivery Price (Line W times Line X):	$0.000000

Z.	Annual Total Cost for Delivered Fuel: (Line V plus Line Y):	$3,162,272,.99

BID FORM (Continued)

Item 3. Credit Cards Honored and Service Fees:

Please provide service rates per card identified and any other cards honored:

AMEX 2.65%	%
VISA 1.90%	%
MasterCard 1.90%	%
Discover 2.85%	%
MultiServe 2.45%	%
AIR Card 0.00% (Contract) & 6.00% (Non-Contract)	%
AVCard 3.00%	%
Other: TITAN Contract Fuel Card 0.00%	%
Other: TITAN Aviation 0.00%	%
Other:	%

Item 4. Additional Marketing Support

Bidder must include cost for annual marketing support, co-op advertising, etc.

Bidder may include detailed marketing programs available with proposal.

$ 30,000 Marketing and $12,600 available in Co-op funds

Item 5. Refueler Truck -Required Primary

3,000 Gallon Jet A Refueler Truck - Annual Cost:	$ 0.00
Year/Make/Model: 2026 Ford F750 Westmor	

Item 6. Refueler Trucks - Required Additional

5,000 Gallon Jet A Refueler Truck - Annual Cost:	$ 0.00
Year/Make/Model: 2026 International HV607	

AvGas Refueler Truck - Annual Cost:	$ 0.00
Year/Make/Model: 2026 Ford F450 Westmor	

BID FORM (Continued)

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 Yes KM Date Received 10.1.2026

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

REFERENCE ONE TITAN Supplied + Refueler Trucks + Quality Control + Software

Government/Company Name: County of Victoria Texas/Victoria Regional Airport

Address: 437 Hangar Drive, Victoria, Texas 77904

Contact Person and Title: Vinicio "Lenny" Llerena, Executive Director

Phone: 361 578 1224 Fax: 361 576 3925

Email Address: vllerena@vctx.org Contract Period: 2023-2030

Scope of Work:

REFERENCE TWO TITAN Supplied + Refueler Trucks + Quality Control + Software

Government/Company Name: City of Arlington Texas/Arlington Air Center

Address: 5070 S. Collins Street, Arlington, Texas 76018

Contact Person and Title: Trent Ballard, Airport Manager

Phone: 817 557 0350 Fax: 817 466 8653

Email Address: trent.ballard@arlingtontx.gov Contract Period: 2024-2029

Scope of Work:

REFERENCE THREE TITAN Supplied + Refueler Trucks + Quality Control + Software

Government/Company Name: Wilson Air Center - Houston Hobby

Address: 9000 Randolph Street, Houston, Texas 77061

Contact Person and Title: Jonathan Garms, General Manager

Phone: 713 649 8700 Fax: 716 643 0077

Email Address: jgarms@wilsonair.com Contract Period: 2025 -2030

Scope of Work:

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... Yes ☒ No ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Eastern Aviation Fuels, Inc. dba TITAN Aviation Fuels	Steve Drzymalla Digitally signed by Steve Drzymalla Date: 2026.10.06 17:11:36 -04'00'
Bidder (Entity Name)	Signature
601 McCarthy Blvd.	Steve Drzmalla
Street & Mailing Address	Print Name
New Bern, NC 28562	October 6, 2026
City, State & Zip	Date Signed
252 361 3026	
Telephone Number	Fax Number
reggie.nichols@titanfuels.aero	
E-mail Address	

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — **FORM CIQ**
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Not Applicable

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 Steve Drzymalla Digitally signed by Steve Drzymalla Date: 2026.10.06 17:16:18 -04'00'

Signature of vendor doing business with the governmental entity

October 6, 2026
Date

Adopted 8/7/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

Not Applicable

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 9/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
■ Yes ☐ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBZone, DBE, ACDBE or VetHUB vendors 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 HUBZone, DBE, ACDBE or VetHUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUBZone, DBE, ACDBE or VetHUB 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 HUBZone, DBE, ACDBE or VetHUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☒ No	3.	**Provide** HUBZone, DBE, ACDBE or VetHUBs 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 HUBZone, DBE, ACDBE or VetHUBs, and not reject bids from vendors that qualify as lowest and responsive Bidders?
☐ Yes	☒ No	5.	**Document** reasons HUBZone, DBE, ACDBE or VetHUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected vendors?
■ Yes	☐ No	6.	If Prime Contractor/Consultant has zero (0) HUBZone, DBE, ACDBE or VetHUB 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.

Steve Drzymalla
Printed Name of Authorized Representative

Steve Drzymalla Digitally signed by Steve Drzymalla Date: 2026.10.06 21:26:51 -04'00'
Signature

Chief Commercial Officer
Title

October 6, 2026
Date

REQUIRED FORM FOR FEDERALLY OR STATE FUNDED PROCUREMENTS

Bidder: Please complete this form and include with bid submission.

TITAN AVIATION FUELS

Post Office Box 12327
New Bern, NC 28561-2327
Tel 252-633-0066
Fax 252-633-3125
Email info@titanfuels.aero

October 7, 2026

Jefferson County Texas
Jack Brooks Regional Airport
1149 Pearl Street, 1st Floor
Beaumont, Texas 77703

Dear Valued Partner,

TITAN Aviation Fuels will use the following carrier for bulk fuel deliveries to Jefferson County/Jack Brooks Regional Airport due to their ability to dependably deliver fuel to this facility. There are few carriers in the region able to deliver the fuel in this region.

Maverick/Environmental Transport
1721 Troop Highway
Tyler, Texas 75701
(903) 705-8543
David Kibbe, President

Thank you.

Sincerely,

Reggie Nichols

Reggie Nichols
Regional Sales Manager - Texas
TITAN Aviation Fuels
Maver

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HUBZone, DBE, or ACDBE CERTIFIED VENDORS

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 HUBZone Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ Certified: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

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: _____

Steve Drzymalla	Steve Drzymalla Digitally signed by Steve Drzymalla Date: 2026.10.06 21:33:11 -04'00'	October 6, 2026
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

HUBZone, DBE or ACDBE CERTIFIED VENDOR SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: _____ Certified: ☐ Yes ☐ No

Certification Type: _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total Certified Subcontracts: $ _____

Construction Certification Goals: HUBZone _____% DBE _____% ACDBE _____%

FOR OFFICE USE ONLY:

Verification date Jefferson County reviewed and verified Sub information Date: _____ Initials: _____

PART I. CERTIFIED SUBCONTRACTOR DISCLOSURE

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

HUBZone, DBE or ABCDE CERTIFIED VENDOR SUBCONTRACTING PARTICIPATION DECLARATION FORM

Certified Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

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: _____

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

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 Certified Subcontractor Participation may be verified with the Certified Subcontractor(s) listed on Part I.

REQUIRED FORM FOR FEDERALLY FUNDED PROCURMENTS
Bidder: Please complete this form and include with bid submission.

HUBZone, DBE or ACDBE CERTIFIED VENDOR SUCONTRACTING PARTICIPATION DECLARATION FORM

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING CERTIFIED SUBCONTRACTING GOALS

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the Certification goals for this project for the following reasons:

- ☒ All Subcontractors to be utilized are "Non-Certified." *(Complete Part III)*
- ☐ Certified vendors were solicited but did not respond.
- ☐ Certified vendors solicited were not competitive.
- ☐ Certified vendors were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County Purchasing Office contacted for assistance in locating vendors? ☐ Yes ☒ No

PART III: DISCLOSURE OF OTHER "NON-CERTIFIED" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-Certified" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-Certified" 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-Certified" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: Environmental Transport

Address: 1721 Troop Highway Tyler, Texas 75701
Street City State Zip

Contact person: David Kibbe Title: President

Phone (with area code): (903) 705-8543 Fax (with area code): _____

Proposed Subcontract Amount: $ 350,000 Percentage of Prime Contract: 100 %

Description of Subcontract Work to be Performed: Transportation of Jet A and Avgas from fuel terminals to Jefferson County/Jack Brooks Regional Airport

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

HUBZone, DBE or ACDBE CERTIFIED VENDOR 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 *HUBZone, DBE & ACDBE 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): Steve Drzymalla

Title: Chief Commercial Officer

Signature: Steve Drzymalla Digitally signed by Steve Drzymalla Date: 2026.10.06 21:36:59 -04'00'

Date: October 5, 2026

E-mail address: steve.drzymalla@titanfuels.aero

Contact person that will be in charge of invoicing for this project:

Name (print or type): Christy Willis

Title: Chief Supply Officer

Date: October 6, 2026

E-mail address: cwillis@titanfuels.aero

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

VetHUB SUBCONTRACTING PLAN

Section 1: Respondent Information

Respondent (Company) Name

Point of Contact | Email Address | Phone Number

Is your company a State of Texas Certified VetHUB? Yes No

Solicitation No. | Bid Response Due Date (mm/dd/yyyy)

Section 2: Declaration of Self-performing or Subcontracting

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods and services will be subcontracted. 34 Texas Administrative Code Section 20.282 defines a "Subcontractor" as an entity that contracts with a prime contractor to work or contribute toward completing work under a purchase order or other contract. *The term does not include employees of the contractor but includes contracted workers who will work on the contract.*

Will your company fulfill the entire contract with its own resources, including employees, goods and services?

Yes, my company will self-perform the entire contract.
Submit sections 1-3.

No, my company will subcontract portions of the contract.
Submit sections 1 and 4.

Section 3: Affirmation of Self-performing Contractor

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in Section 1, and that the information and supporting documentation submitted with the subcontracting plan is true and correct. Respondent understands and agrees that, if awarded any portion of the contract:

- The respondent must seek approval from Jefferson County prior to making any modifications to its subcontracting plan, including hiring subcontractors to perform any work under this contract. If the subcontracting plan is modified without Jefferson County's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow Jefferson County to perform on-site reviews of the company's headquarters and/or work site where services are being performed and must provide documentation regarding staffing and other resources.

Signature | Printed Name

Title | Date (mm/dd/yyyy)

Section 4: Respondent's Subcontracting Opportunities

This section must be completed by all respondents who propose to subcontract portions of the contract work.

List below all opportunities (commodities, services or contractor staffing) you will subcontract. Also, based on the total value of the contract, provide the percentage of the contract you expect to subcontract to certified VetHUBs, and the percentage of the contract you expect to award to other subcontractors.

Search NIGP Code Book at https://commbook.app.cpa.state.tx.us/

Item Number	Subcontracting Opportunity Description	NIGP Code	VetHUB-certified subcontracted percentage of total contract	Other subcontracted percentage of total contract
1	Bulk Fuel Delivery by Common Carrier	962	0 %	100 %
2			%	%
3			%	%
4			%	%
5			%	%
6			%	%
7			%	%
8			%	%
9			%	%
10			%	%
11			%	%
12			%	%
13			%	%
14			%	%
15			%	%
16			%	%
17			%	%
18			%	%
19			%	%

Section 5.1: Subcontracting Opportunity

Submit a copy of Section 5 for each subcontracting opportunity you listed in Section 4. Download additional forms at https://comptroller.texas.gov/purchasing/vendor/hub/forms.php.

Enter the item number and description of the subcontracting opportunity you listed in Section 4.

Item Number	Subcontracting Opportunity
1	Bulk Fuel Delivery by Common Carrier

Section 5.2 Mentor Protégé Program

If respondent is participating as a mentor in a state of Texas Mentor Protégé Program, submitting a protégé (protégé must be a state of Texas certified VetHUB) as a subcontractor to perform the subcontracting opportunity listed in **Section 5.1** constitutes a good faith effort for that specific portion of work.

Circle (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in Section B-1 to your protégé.

No. Go to Section 5.3.

Yes. Go to Section 5.4.

Section 5.3 Notification of Subcontracting Opportunity

Demonstrate your good faith effort to notify Texas certified VetHUBs by communicating each subcontracting opportunity you listed in Section 4.

Search the VetHUB Directory by business category or NIGP code to identify appropriate VetHUBs that work in the area where you are seeking subcontractors. Certified VetHUBs can be sourced using the VetHUB-only search and will be marked with the Active Bidder (A-Approved) VetHUB status.

Send either the Subcontracting Opportunity Notification template or an email notice that includes at minimum:

Scope of work
Location to review plans and specifications (if applicable)
Bonding and insurance requirements
Required qualifications
Name of agency
Agency's point of contact
Agency point of contact phone number
Solicitation Number
Prime Contractor's name
Prime Contractor's contact email
Prime Contractor's phone number
Date response required; allow at least seven business days to response excluding weekends and County holidays.

Save copies of emails sent to VetHUBs and the responses received and attach to your subcontracting plan to document the good faith effort. A contract shall not be awarded to a prime contractor whose subcontracting plan good faith effort does not contain accurate supporting documentation.

List two VetHUBs you notified of the subcontracting opportunity listed in Section 5.3. Include the company's Texas Vendor Identification (VID) Number, the date of the notice and indicate whether the HUB responded.

Company Name	Texas VID (Do not enter Social Security Nos.)	Date Notice Sent (mm/dd/yyyy)	VetHUB Response
			Yes No
			Yes No

Section 5.4 Subcontractor Selection

A copy of Section 5 must be completed for each subcontracting opportunity you listed in Section 4. Download additional forms at https://comptroller.texas.gov/purchasing/vendor/hub/forms.php.

Company	Certified	Texas VID or Federal EIN (Do not enter Social Security Number)	Approximate Dollar	Expected Percentage of Contract
Maverick/ Environmental Transport	Yes (No)	922369827/ 611750049	$ 350,000	100 %
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%

Section 6: Affirmation of Prime Contractor

I am an authorized representative of the respondent listed in Section 1 ("Respondent"). I affirm that the information and supporting documentation submitted with this subcontracting plan is true and correct. Respondent understands and agrees that, if awarded a contract:

- Respondent will promptly notify all the subcontractors of their selection as a subcontractor for the contract. The notice must specify the contracting agency's name, point of contact for the contract, the contract award number, the subcontracting opportunity the subcontractor will perform and the value of the subcontract.
- Respondent must obtain approval from the contracting agency prior to modifying its subcontracting plan, including hiring subcontractors to perform any work under this contract.
- Respondent must submit progress assessment reports (PAR) with each invoice to the contracting agency. The PAR template is available on the Texas Comptrollers website.
- Respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and work site where services are being performed and provide documentation regarding staffing and other resources.

Steve Drzymalla Digitally signed by Steve Drzymalla Date: 2026.10.06 21:46:44 -04'00'	Steve Drzymalla
Signature	Printed Name
Chief Commercial Officer	10/06/2026
Title	Date (mm/dd/yyyy)

REQUIRED FORM FOR STATE FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☑ I certify that Eastern Aviation Fuels, Inc. dba TITAN Aviation Fuels [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is 601 McCarthy Blvd New Bern, NC 82562 (city and state).

Taxpayer Identification Number (T.I.N.):	56-1101119
Company Name submitting bid/proposal:	Eastern Aviation Fuels, Inc. dba TITAN Aviation Fuels
Mailing address:	P.O. Box 12327 New Bern, NC 28561
If you are an individual, list the names and addresses of any partnership of which you are a general partner: Not applicablae	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
Not Applicable	

* This is the property account identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

Prohibition of Investing Public Funds in Certain Investments

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Government Code. Subtitle F, Title 10 Government Code by adding Chapter 2270. Chapter 2270 has been amended by the 89th Texas Legislature House Bill 34 effective September 1, 2025 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1. Does not and will not engage in scrutinized business operations with a "County of Concern" during the term of the contract; and
2. Does not and will not acquire a security issued by a "Country of Concern" or entity owned by, controlled by or subject to the jurisdiction of a "Country of Concern" during the term of the contract; and
3. Does not and will not invest or make a deposit in a bank with a principal place of business located in a "County of Concern" during the term of the contract; and

Pursuant to Section 2270.001, Texas Government Code:

1. **"Country of Concern"** 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 sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association, that exist to make a profit.

I, (authorized official) Steve Drzymalla, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270 and the company named below is in compliance with Texas Government Code 2270 as listed above.

Eastern Aviation Fuels, Inc. dba TITAN Aviation Fuels
Company Name

Steve Drzymalla — Digitally signed by Steve Drzymalla Date: 2026.10.06 21:50:36 -04'00'
Signature of Authorized Official

Chief Commercial Officer — 10.06.2026
Title of Authorized Official — Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION FORM

Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Government Code. Subtitle F, Title 10 Government Code by adding Chapter 2252.152 & 2252.153 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1. Does not do business with Iran, Sudan or any Foreign Terrorist Organization.
2. Will not do business with Iran, Sudan or any Foreign Terrorist Organization during the term of the contract.

Pursuant to Section 2252.51, Texas Government Code:

"Foreign Terrorist Organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

"Company" has the meaning assigned by Section 806.001.

I, (authorized official) Steve Drzymalla, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2252.152 & 2252.153 and the company named below:

1. Does not do business with Iran, Sudan or any Foreign Terrorist Organization; and
2. Will do business with Iran, Sudan or any Foreign Terrorist Organization during the term of the contract; and
3. Is not currently listed on the State of Texas Comptroller's Companies Divestment Statue List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Eastern Aviation Fuels, Inc. dba TITAN Aviation Fuels
Company Name

Steve Drzymalla — Digitally signed by Steve Drzymalla Date: 2026.10.06 21:52:01 -04'00'
Signature of Authorized Official

Chief Commercial Officer — 10.6.2026
Title of Authorized Official — Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Eastern Aviation Fuels, Inc. dba TITAN Aviation Fuels

Company Name

IFB 26-055/CG

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF 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 Steve Drzymalla (name), who

after being by me duly sworn, did depose and say:

"I, Steve Drzymalla (name) am a duly authorized officer of/agent for Eastern Aviation Fuels, dba TITAN Aviation Fuels (name of firm) and have been duly authorized to execute the foregoing on behalf of the said Eastern Aviation Fuels 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
601 McCarthy Blvd., New Bern, North Carolina 28562

Fax: 252 633 3125 Telephone# 252 633 0066

by: Steve Drzymalla (print name) Title: Chief Commercial Officer

Signature: [signature]

SUBSCRIBED AND SWORN to before me by the above-named Steve Drzymalla on

this the 7 day of October, 20 24.

Caroline S. Smith
Notary Public in and for
the State of North Carolina

CAROLINE S SMITH NOTARY PUBLIC CRAVEN COUNTY, NC My Commission Expires 06-28-28

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.



TITAN
AVIATION FUELS

JACK BROOKS
REGIONAL AIRPORT



Submitted by:
Eastern Aviation Fuels, Inc.

Dba TITAN Aviation Fuels
601 McCarthy Blvd
New Bern, NC 28562

Post Office Box 12327
New Bern, NC 28561-2327
Tel 252-633-0066
Fax 252-633-3125
Email info@titanfuels.aero

October 7, 2026

Jefferson County Texas
Jack Brooks Regional Airport
1149 Pearl Street, 1st Floor
Beaumont, Texas 77703

Dear Valued Partner,

TITAN Aviation Fuels is grateful to offer the following proposal for this next term and we're happy for the opportunity to continue as your preferred fuel supply partner. **Supported by the most experienced teams in the industry, our partnership will help continue to grow your business and increase your profitability, while keeping safety as the highest priority.**

TITAN's expansive supply network, training, and operational systems make it the industry's most reliable and capable fuel provider. Our goal remains the same; to achieve the following objectives:

- Provide reliable and continuous fuel supply
- Growth in fuel sales
- Optimize efficiency with proven operational protocols
- Increase loyalty with existing customers
- Execute growth strategies for the future of your business
- Enhance visibility with potential new customers

TITAN is 100% dedicated to aviation and has been in business 50 years. While being a fuel supplier is at the core of what we do, TITAN continues to expand its services and programs that have brought us to the top of the aviation market and was **voted as the #1 Fuel Brand in the 2025 Professional Pilot PRASE Survey and #1 Aviation Fuel Card in 2026**. We are excited about the continuation of putting our programs and industry expertise to work for you.

Thank you for the opportunity to earn and keep your business. In the meantime, please do not hesitate to contact me with any questions.

Sincerely,

Reggie Nichols

Reggie Nichols
Regional Sales Manager - Texas
TITAN Aviation Fuels

OFFER INCENTIVES SUMMARY

Refueler Equipment:

TITAN will provide one (1) 1K Avgas Refueler, one (1) 3k Jet A and one (1) 5K Jet A refuelers at no charge for the term of the contract **Three (3) year value = $288,000.**

- One (1) 2024 Avgas Refueler (1,000 Gallons) at $0/month.
  - ($1500/month market lease rate). $18,000 value/year. **Three (3) year value = $54,000**
- One (1) 2026 3K Jet A Refueler (3,000 Gallons) at $0/month.
  - ($2,900/month market lease rate). $34,800 value/year. **Three (3) year value = $104,400**
- One (1) 2025 5K Jet A Refueler (5,000 Gallons) at $0/month.
  - ($3,600/month market lease rate). $43,2000 value/year. **Three (3) year value = $129,600**

Business Development:

Business Development Funds

TITAN Aviation Fuels will provide Jefferson County Texas a one-time $50,000 Business Development Fund, in the form of a Grant, to be used for use at Jack Brooks Regional Airport, at the discretion of Jefferson County Texas **Three (3) year value = $50,000**

Point-of-Sale System:

TITAN Aviation Fuels will continue to the ATLAS FBO Management Software free of charge for the duration of the contract. The point-of-sale system integrates with both our Loyalty Rewards program and branded card programs. **Three (3) year value = $15,000.**

Marketing:

TITAN Aviation Fuels will design and execute a marketing plan and provide ongoing marketing consultation for the duration of the contract to include:

- Media Press Release, TITAN Welcome email distribution to our expansive operator and flight department email distribution list, social media campaign to announce your location and any events or promotions throughout the contract, ongoing marketing consultation, as needed, TITAN Aviation brand support, and Flight Department/Operator targeted prospecting. **Three (3) year value = $30,000 ($10,000/year)**
- TxDOT Annual Airports Conference - TITAN Aviation Fuels will provide Jefferson County for up to three individuals to attend the annual TxDOT Airports Conference each year of the contract. **Three (3) year value = $4,500 ($1,500/year)**
- Co-op Marketing Program: This program is funded with the $0.005/gallon by TITAN. It is designed to defray your advertising and promotional costs based on fuel purchases. **Three (3) year value = $12,600 calculated on 2,520,000 estimated gallons for the contract term x $0.005.**

Fuel Quality Assurance and Training:

TITAN Aviation Fuels will provide an annual on-site Quality Control inspections, access to TITAN University Line Service training, and complimentary regional Quality Control Seminars. **Three (3) year value = $15,000 ($5,000/year)**

Insurance Coverage:

TITAN Aviation Fuels provides an increased value of **$50,000,000** third party Aircraft Products/Completed Operations Liability Insurance program free of charge, provided underlying insurance minimums are met.

Contract and Payment Terms:

- Contract Term: minimum of three (3) **years.**
- Payment Term: **Net** 30
- Credit card funds including in-to-plane fees remitted within 48 hours of transaction

Contractual Financial Incentives = $415,100. Three (3) year value

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REFUELER PROGRAM

REFUELER LEASE PROGRAM: LEASE RATES



TITAN operates one of the largest supplier refueler fleets of 1,100+ 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.

Our Quality Control Audit Team will perform an annual inspection on all fuel trucks (regardless of ownership) and fuel storage systems at no charge to our customers. Purchase programs are based on age and size of truck.

All wear items and all preventative maintenance will be covered by the Lessee. **Contact Will Smith at (919) 922-5685 with any questions.** See lease agreement for details.

TITAN Aviation Fuels is dedicated to bring the most reliable refueler fleet to their partners.

The fleet is continually being modernized, and the team supports our FBO's volume growth and large events:

- 53% of our fleet are less than 10 years old
- 58 refuelers currently on order
- 70+ refuelers are inventoried and available to be put into service, at anytime

Loaner Trucks are available upon request and will be provided if a truck becomes inoperable or in the case of a special event.

TITAN will upgrade your two (2) refuelers to 2026-2027, as listed below, at $0/month for the duration of the contract. All major refueler maintenance will be covered by TITAN Aviation Fuels.

Year	Type	Capacity	Lease Rate	Notes
2024	Avgas	1,000-Gallons	$0/month	Ford F450 Westmor
2026	Jet-A	3,000-Gallons	$0/month	Ford F750 Westmor
2025	Jet-A	5,000-Gallons	$0/Month	International 4300 with Cab A/C, PRIST I

REFUELER LEASE PROGRAM:
TITAN MAINTENANCE FACILITY AND REFUELER TRANSPORT



TITAN has a state-of-the-art truck maintenance facility. With a dedicated transport truck specifically for the purpose of refueler delivery, TITAN can deliver replacement or supplemental trucks for special events and emergencies.

- 25,000 square foot dedicated maintenance facility
- Dedicated customer support with remote diagnostic capabilities
- Large inventory of aviation refueler parts and maintenance items
- Owned and dedicated transport tractor trailer for refueler deliveries to enhance response times
- Emergency refuelers are available for delivery to your location, should you need a replacement refueler or additional refuelers for large events
- Six (6) full-time maintenance experts.



REFUELER LEASE PROGRAM:
LINE SERVICE 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 have an aviation equipment leasing program available as needed. We also offer an online parts store for your convenience. **https://www.titanfuels.aero/parts-supplies/ or 1-800-334-5732**

Following is a list of some of our suppliers:

- Anti-Icing Additive (FSII)-Prist
- Type I Deicing Fluid (concentrate or premixed) totes and bulk
- Type IV Deicing Fluid Totes
- Gorman-Rupp
- Velcon Filters
- Hannay Reels
- Betts Valves
- Gammon Technical Products
- OCV
- Thiem
- Liquid Controls

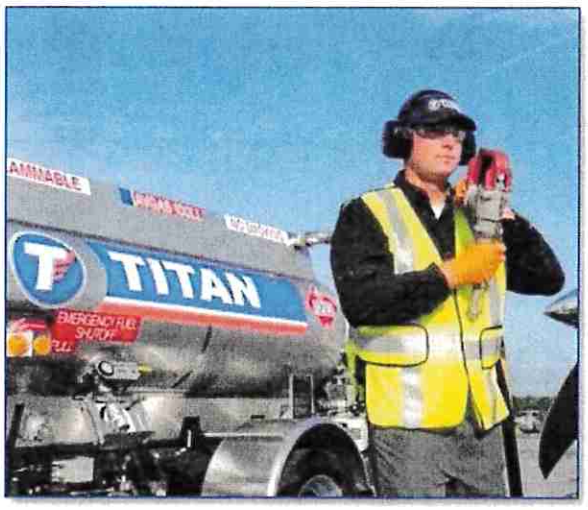
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FUEL QUALITY CONTROL PROGRAM & TRAINING

FUEL QUALITY CONTROL & FIRE SAFETY TRAINING:
INDUSTRY LEADING PROGRAMS





TITAN Aviation Fuels offers a proprietary FAA approved Quality Control Program. Our head of Quality Control, Mike Mattern has been with the company for over 20 years and is nationally recognized as a leader in the QC field. He brings 30 years of military QC experience and a team of quality control professionals. Any emergency service needs can be requested 24-hours/365-days at 800-334-5732. The team consists of five dedicated quality control auditors.

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 of refuelers and fuel farm..
- **Regional Seminars** – Three-day training seminars cover various quality control topics including filtration, ATA Spec 103, proper documentation, fuel receipt procedures, and QC tests.
    - Optional HAZMAT and hands-on Quality Control Training.
- **FAR Part 139 Fire Training** – In conjunction with our seminars TITAN also teaches and certifies line service personnel in fire prevention and fire mitigation.
- **TITAN agrees to replace fuel filters and will clean the fuel system, if it is determined that a contaminated load of fuel was received into the fuel farm.**

SAFETY 1ST

Your team can access the NATA Safety 1st Training Center through an annual subscription that provides unlimited use of all content.

TITAN has negotiated access to Safety 1st training for all line service personnel, which will satisfy all training requirements related to mobile refueling, piston aircraft, turboprop aircraft, towing, DEF procedures, fire safety, lavatory service, towing, ground handling, and GPU operations. This is available at a discounted rate of $158 per subscription.

Your team will also have access to the full suite of NATA Safety 1st products, including CSR training, and Fue Safety Supervisor training at the TITAN Aviation Fuels discounted pricing. This is available at a discounted rate of $119 per subscription.

FUEL QUALITY CONTROL & FIRE SAFETY TRAINING:
INDUSTRY LEADING PROGRAMS

TITAN UNIVERSITY

TITAN Proprietary Learning Management System (LMS):

TITAN University

TITAN provides, free of charge, online LMS for Fuel Quality Control & Fire Safety Training which meets or exceeds FAR 139.321. Program revised in 2025.

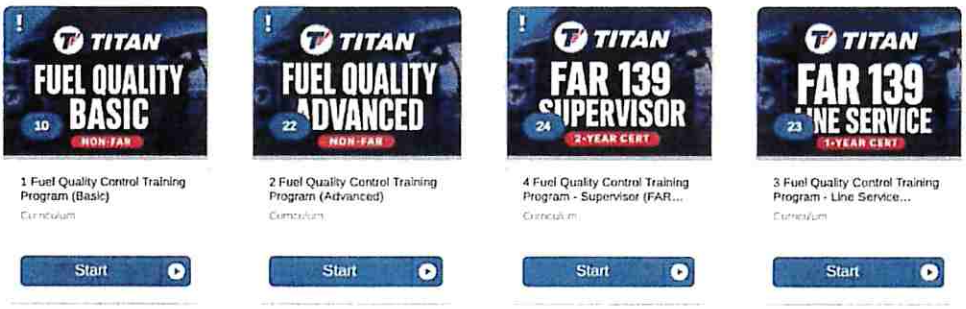
Certification Program – An interactive web-based line service and supervisor training program. After completion of the program, your employees will have the knowledge and skills required to safely perform operations and technical tasks at your FBO and on your fuel farm.



Transform Your Training From A Requirement To A Competitive Advantage

In aviation fuel operations, safety and compliance are inseparable from performance. TITAN University is designed not just to deliver training, but to strengthen how your operation runs day to day. With the right training system in place, you can:

- Reduce operational risk and fuel handling errors
- Improve compliance with ATA 103 and FAR 139.321
- Strengthen documentation and audit readiness
- Build a more confident, capable workforce



TITAN AVIATION FUELS

FUEL QUALITY CONTROL: TITAN SAFETY TRAINING

IS-BAH CERTIFICATION AND PRICING:

SIX STEPS TO IS-BAH REGISTRATION



The International Standard for Business Aircraft Handling (IS-BAH™) is designed to enhance the safety and efficiency of ground handling operations through implementation of globally recognized industry best practices that are appropriate to the scale and nature of the operations for business and general aviation ground handling services providers. The IS-BAH was established to ensure that business aviation ground handling services has a set of industry standards and recommended practices that were tailored more to the specific needs of our sector where they differ from the airline's needs. As ground handling service providers includes the supervision and coordination of service provided by others, we do now also include this within the scope of the IS-BAH program.

IS-BAH™ features, at its core, the SMS concept and includes a registration process, auditor credentialing, audit approval process, and a manual and fully integrated implementation guide. The SMS component allows an IS-BAH™ registered FBO/BAHA to gain recognition for having in place a well-founded safety management development process. Maturity of the FBO/BAHA's SMS is a critical factor in the long-term recognition of the use of industry best practices that conform to ICAO Standards and Recommended Practices.

Initial entrants wishing to implement the IS-BAH through to registration will be required to purchase a subscription to the program. The subscription consists of an initial payment covering years 1 and 2 - with subsequent years charged per annum.

The subscriptions include the three mandated requirements for each station (the IS-BAH manual documentation suite, 1 x persons attendance at the mandated Fundamentals workshop and registration fees) ongoing through the agreed subscription period. Manuals are accessed via means of a unique download code sent on payment of the above.

- TITAN Aviation Fuels FBO locations will enjoy the lowest discounted rate available:
  - $2,000 - Years 1 and 2
  - $675 - Subsequent years
- Each subscription includes the three mandated requirements for each locations:
  - The IS-BAH manual documentation suite
  - Fundamentals workshop attendance (for one person per station)
  - Registration fee ongoing through the agreed subscription period

Please refer to the six steps from implementation to registration on the webpage for further understanding of what the Fundamentals of IS-BAH workshop offers for those considering implementation and the program requirements.

https://ibac.org/is-bah/get-started

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TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT

TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT: OVERVIEW

The TITAN marketing network connects our 25,000+ most active fuel and reward cardholders with our 675+ branded FBOs, giving your FBO the reach of a widely recognized global brand. Our marketing strategies place your FBO consistently in front of flight departments and aviation operations decision makers.

With a team of marketing specialists and event planners who know aviation, the TITAN marketing team provides free end-to-end solutions.

A branding partnership with TITAN grants you access to the industry's foremost in-house marketing team dedicated to aviation.

TITAN marketing combines proven communication platforms with innovative technologies to help you attract business, earn customer loyalty and increase sales.



Email Marketing
- Events
- Seasonal
- Rewards Program News
- Contract Fuel News

Social Media
- Facebook/Instagram/LinkedIn

Events
- NBAA
- S&D
- EBACE
- Regional Forums
- Verticon
- State Conferences
- Military Conferences

Public Relations
- Press Releases
- Branding support

Website
- Home Page Slider
- News Posts
- FBO Features

TITAN Aviation App
- Banner Ad

Consultation/Training
- Website
- Point of Sale
- TITAN Rewards utilization
- TITAN Contract Fuel+

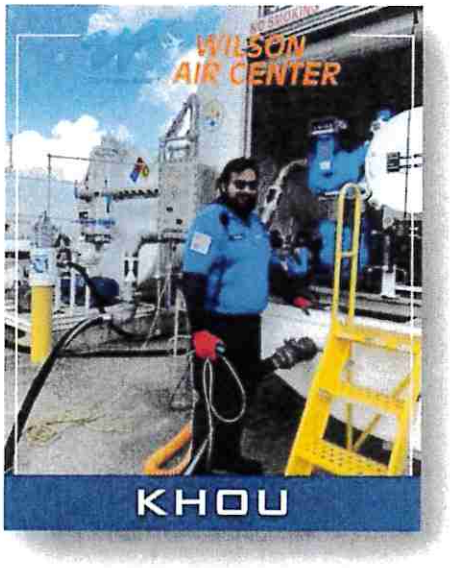
TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT:
EMAIL MARKETING + SOCIAL MEDIA SUPPORT

TITAN will create email marketing pieces and social media posts promoting your FBO as part of the TITAN Network and support your special events to a customized distribution list based on historic traffic.

- An email distribution list is created from our vast database of TITAN Contract Fuel and TITAN Rewards card holders to promote your location within the TITAN Network
- Custom hyper targeted distribution lists are also created for special events promoting your location as their best option for arriving aircraft.
- We are continually building our social media network and connecting with our customers and pilots through multiple channels.

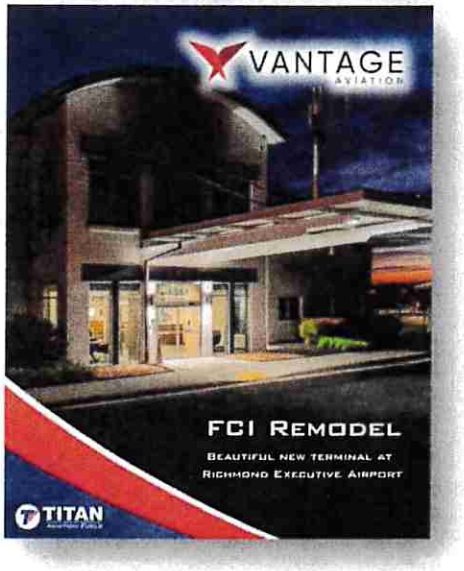
This marketing support is at NO COST to your operation.

Recent Marketing placed for TITAN Customers:







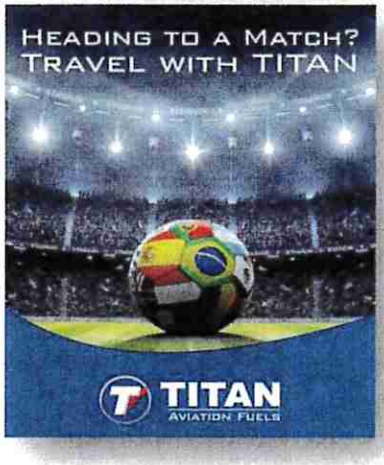


TITAN NETWORK Campaigns:

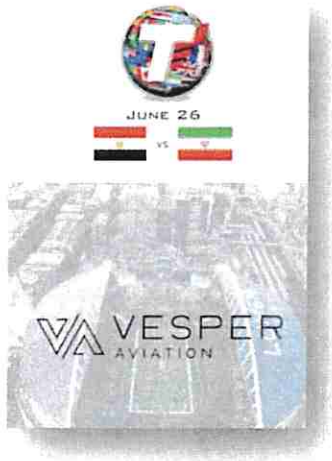
TITAN develops strategic marketing campaigns around major aviation and national events including FIFA World Cup 2026, EAA AirVenture Oshkosh, the Super Bowl, and more! These campaigns drive traffic and increase visibility for our network of 675+ branded FBOs through targeted digital marketing, email, social media, and promotional programs.

FIFA World Cup



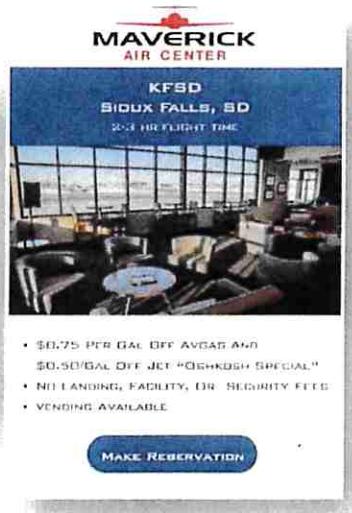






EAA AirVenture Oshkosh





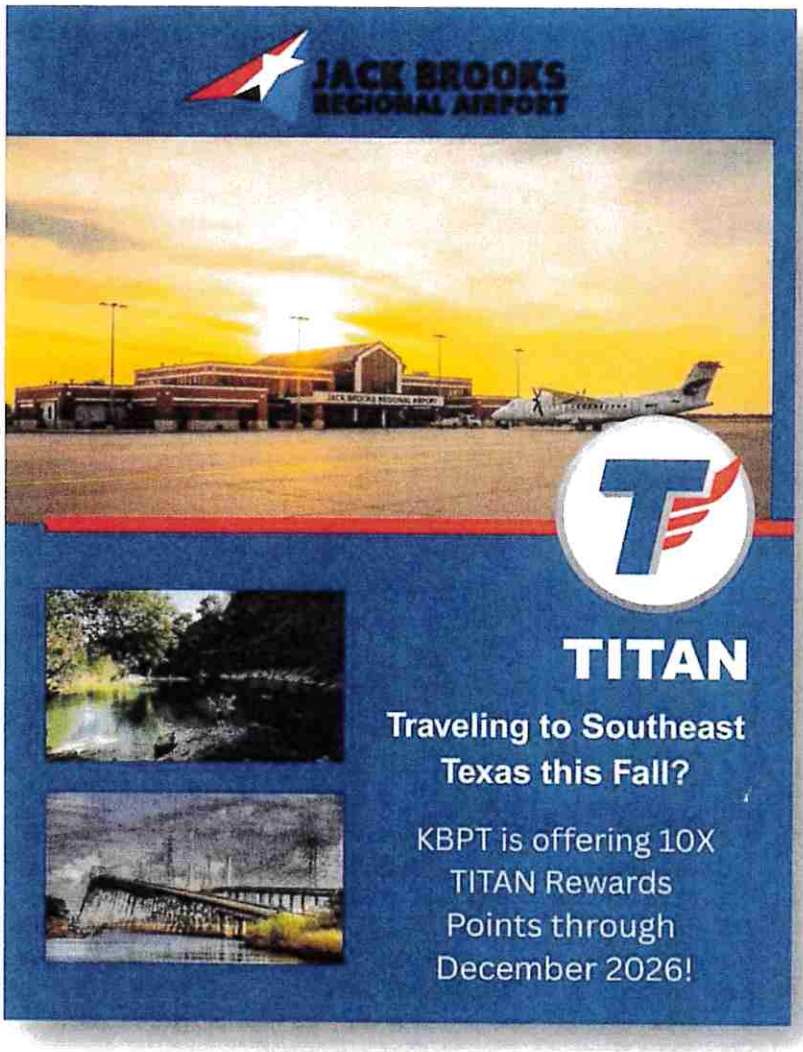
TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT: YOUR STRATEGIC PARTNER

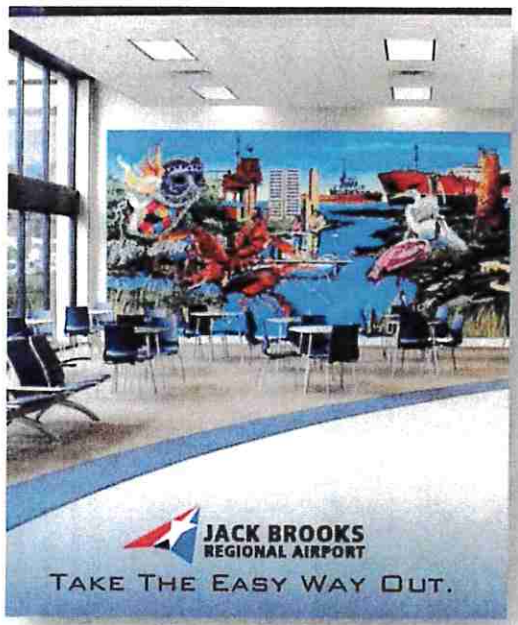
Aligning Marketing Strategy to Support your Goals:

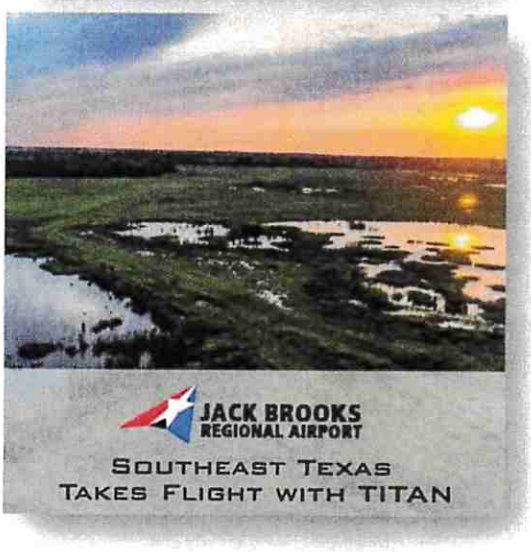
- A Branding Partnership with creation and distribution of marketing collateral to support your message throughout the year.
- TITAN will lead marketing campaigns based on Jack Brooks regional Airport strategies and goals.
- Leverage TITAN's contact lists with key decision makers.

This marketing support is at NO COST to your operation.

Sample Jack Brooks regional Airport campaigns:







TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT:
CREATING BUSINESS DEVELOPMENT STRATEGY

Your FBO will be provided aviation industry data analysis for your airports. With customized data reports and support from the Flight Solutions team, a strategy to grow market share and reduce processing costs will be established.

The Flight Solutions Team will support your locations by:

- Understanding your business growth goals through scheduled communication, planning and measurable data tracking.
- Consistently review of market pricing for your Contract Fuel pricing strategy to remain competitive and maintain volumes.
- Providing customized solutions focused on increasing your revenue and reducing your expenses.
- Focusing on card conversions to your preferred payment method.
- **TITAN Flight Solutions Team will actively promote your location to prominent operators.**



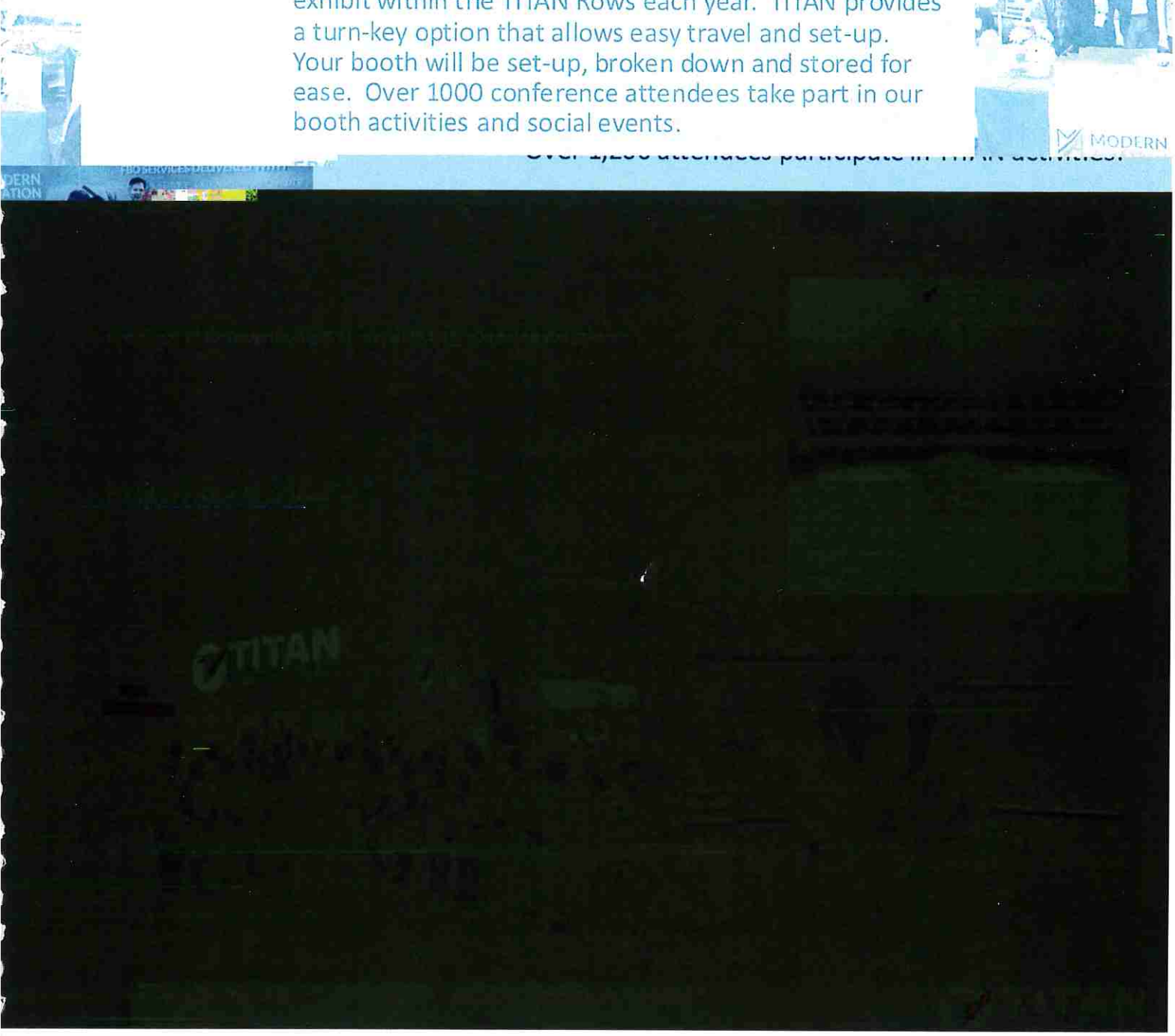
TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT:
INDUSTRY EVENTS

TITAN Aviation Fuels along with our FBOs participate in aviation events and conferences around the world. We offer our FBOs the opportunity to exhibit alongside us at select aviation shows and conferences. Social events, exciting themes, and giveaways are utilized to increase exposure and foot traffic.

Event Highlights:

NBAA –BACE - TITAN offers a premium footprint on the show floor with three spacious meeting rooms and in-booth coffee and cocktail hours to host customers and prospects. Over $10,000 dollars in prizes are given away to draw traffic to our co-exhibiting FBOs. Over 1,200 attendees participate in TITAN activities.

NBAA Schedulers & Dispatchers – Over 55 TITAN FBOs exhibit within the TITAN Rows each year. TITAN provides a turn-key option that allows easy travel and set-up. Your booth will be set-up, broken down and stored for ease. Over 1000 conference attendees take part in our booth activities and social events.



TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT:
PILOT LOYALTY PROGRAM



20,000+ MEMBERS

500+ PARTICIPATING FBOS

#1 LOYALTY CARD

How TITAN Rewards works:

- Pilots earn 1 point per gallon at participating TITAN FBOs with any payment form
- Points are redeemed for Visa Gift Cards or donated to Corporate Angel Network
- Targeted marketing campaigns drive traffic to TITAN Reward FBOs
- Participation by FBOs creates loyalty to the TITAN Network!



TITAN funds 1 point per $10 US Dollar spent on all Multi Service Aviation transactions for flight department TITAN Rewards Members.

Multi Service Aviation Card is the Preferred Form of Payment for many large flight departments including:

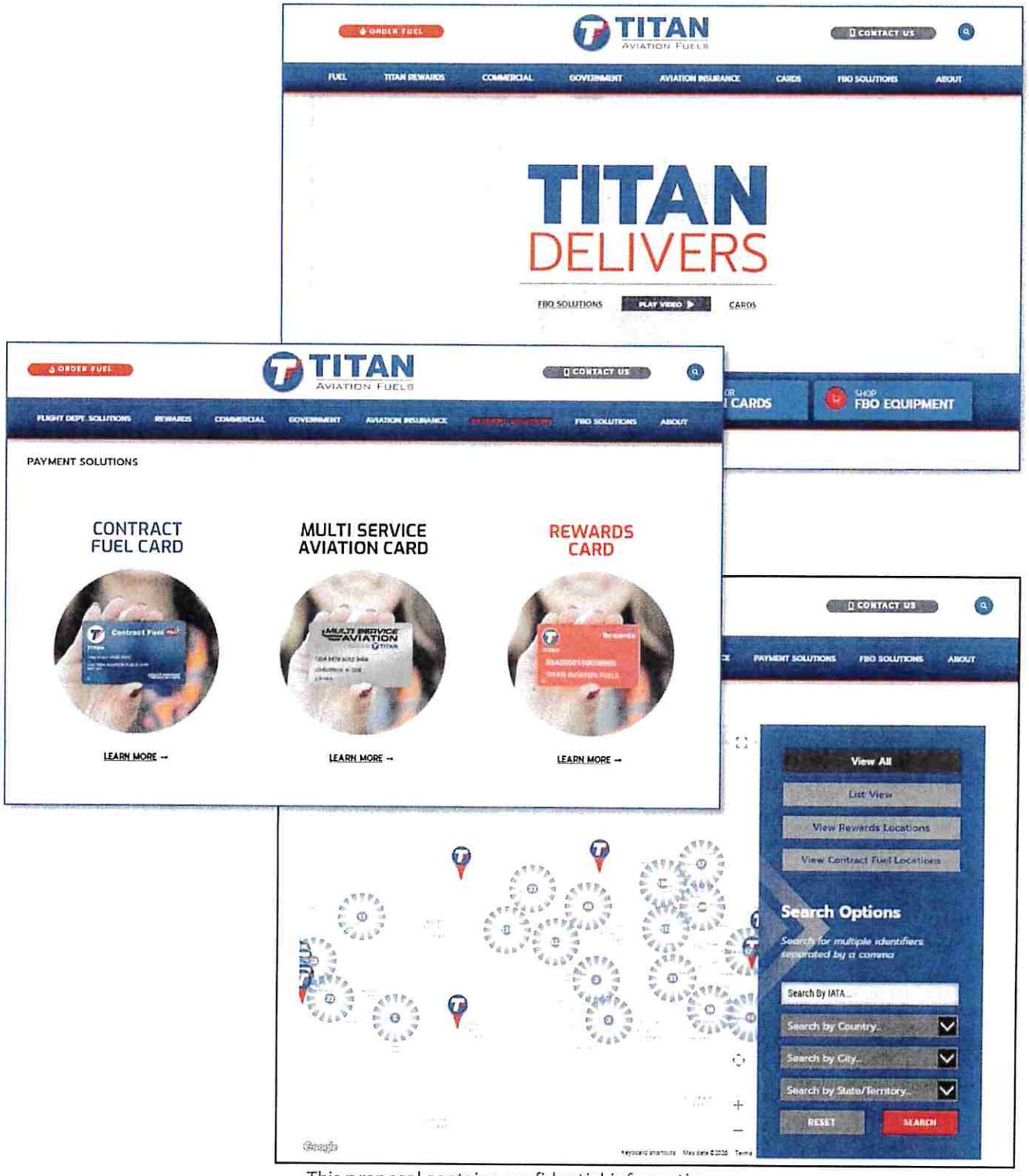
NETJETS EJM WHEELS UP

AIRSHARE flyexclusive

TITAN AVIATION FUELS

TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT: WEBSITE

You location will be listed on our website and linked on our branded FBO Map. FBOs participating in the Contract Fuel and TITAN Rewards programs are indicated and searchable. Space for promoting your location is available on our homepage and on our news feed.



BUSINESS DEVELOPMENT AND MARKETING SUPPORT:

TITAN AVIATION FUELS

ONBOARDING TIMELINE

Press Release	Month 1
Letter to Tenants Help draft letter to tenants announcing partnership with TITAN	Month 1
TITAN Rewards Promotion	Month 1
Feature in TITAN Rewards E-Newsletter To coincide with promotion and/or news item	Month1
Email Blast to Historical Traffic	Month 1
Social Media Feature General Awareness	Month 1
Feature in Contract Fuel E-Newsletter	Month 2
Website Audit	Month 2
Media Buy Consultation	Month 2
Digital Listing Audit	Month 2
Social Media Consultation	Month 4
Banner on TITAN Dashboard - General Awareness	Month 5
TITAN Card Activity Report Feature - General Awareness	Month 6
NBAA Participation - Optional Assistance with tradeshow plan; spot in TITAN Booth	October 2026
S&D Participation - Optional Assistance with tradeshow plan; placement in TITAN Booth	February 2027
Additional Press Releases - Topics provided by FBO	As Needed
Additional E-Newsletter Features In relation to topics provided by team	As Needed
Social Media Exposure	As Needed
General Marketing Consultation and Assistance Assistance for design. Copywriting, event coordination, consultation, etc.	As Needed

TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT: AEROBATIC TEAM

TITAN is the lead sponsor of The North American Aerobatic Team, now known as the TITAN Aerobatic Team. The TITAN Aerobatic Team is one of the airshow industry's most decorated and beloved performers. With 21 airshows planned in 2026, including Sun 'n Fun and AirVenture, the Team will bring big crowds and awareness for the TITAN FBO network.

Date	Airshow	Location
April 13 - 19	Sun & Fun	Lakeland, FL
April 24 - 26	Vidalia Onion Festival	Vidalia, GA
May 1 - 3	Red, White, Blue Airshow	Monroe, LA
May 16 - 17	TBM Avenger Reunion	Peru, IL
June 5 - 7	Spirit of St Louis Airshow and STEM	St Louis, MO
June 12 - 13	Rockin' on the Runway	Sunset, LA
July 3 - 5	Thunder over Cedar Creek	Athens, TX
July 10 -11	Wingnuts Flying Circus Airshow	Tarkio, MO
July 18 - 19	Pensacola Beach Airshow	Pensacola, FL
July 20 - 27	Oshkosh Airventure	Oshkosh, WI
August 1	Lake Bruin Airshow	Lake Bruin, LA
August 22 - 23	Terre Haute Airshow	Terre Haute, IN
August 28 - 30	Thunder Over Louisiana Lake	Lake Charles, LA
September 11 – 13	Owensboro Airshow	Owensboro, KY
September 19 - 20	PDK Good Neighbor Airshow	Atlanta, GA
September 26 - 27	Thunder over Fayette County Airshow	Fayette County, TN
October 2 – 4	North Little Rock Airshow	North Little Rock, AR
November 13 -15	Stuart Airshow	Stuart, FL
November 21 - 22	Forgotten Coast Freedom Festival Airshow	Apalachicola, FL
November 27 - 29	New Bern Airshow	New Bern, NC
December 4 -6	Ocean Reef Airshow	Key Largo, FL



TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT:
CO-OP FUNDS





TITAN 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.

- Co-op funds are reviewed and disbursed at the end of each quarter.
- Your operation will earn ½ cent per gallon of general aviation fuel purchased during that quarter in co-op funds, which establishes our maximum contribution for the quarter.
- Invoices for any advertising/promotional items purchased using the TITAN Aviation Fuels logo may be applied to the earned co-op funds. This includes all aviation directory-related expenses (AirNav, Foreflight, etc.). TITAN reimburses half the cost of each invoice up to the amount of co-op funds earned. The total reimbursement cannot exceed our maximum contribution at ½ cent per gallon sold.
- Invoices may be applied towards reimbursement of uniform costs; TITAN is partnered with Unifirst Uniform services to offer discounted pricing.

TITAN
AVIATION FUELS

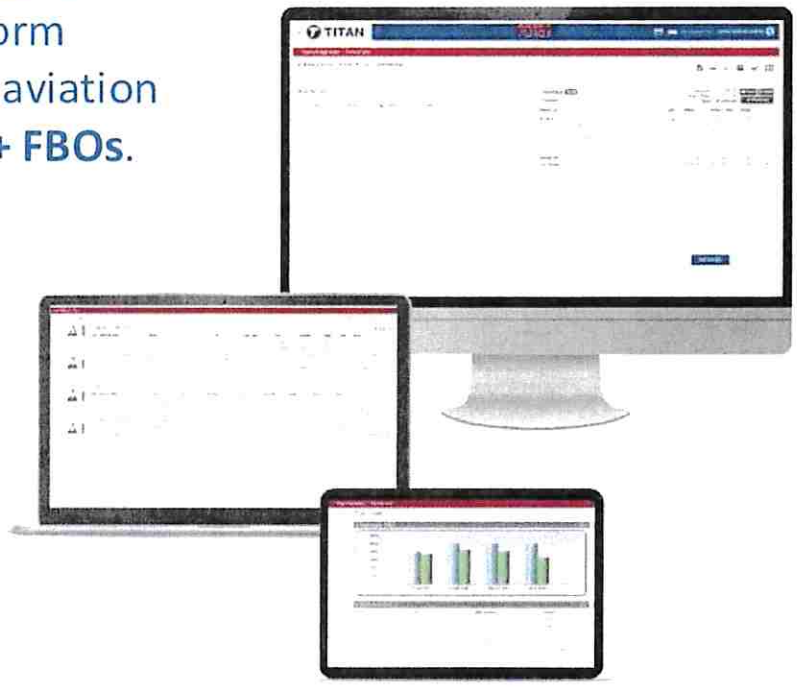
ROOTED IN FAMILY VALUES. BUILT ON TRUST. FUELED BY SERVICE.

ADDITIONAL PROGRAM INFORMATION

ATLAS FBO MANAGEMENT SOFTWARE

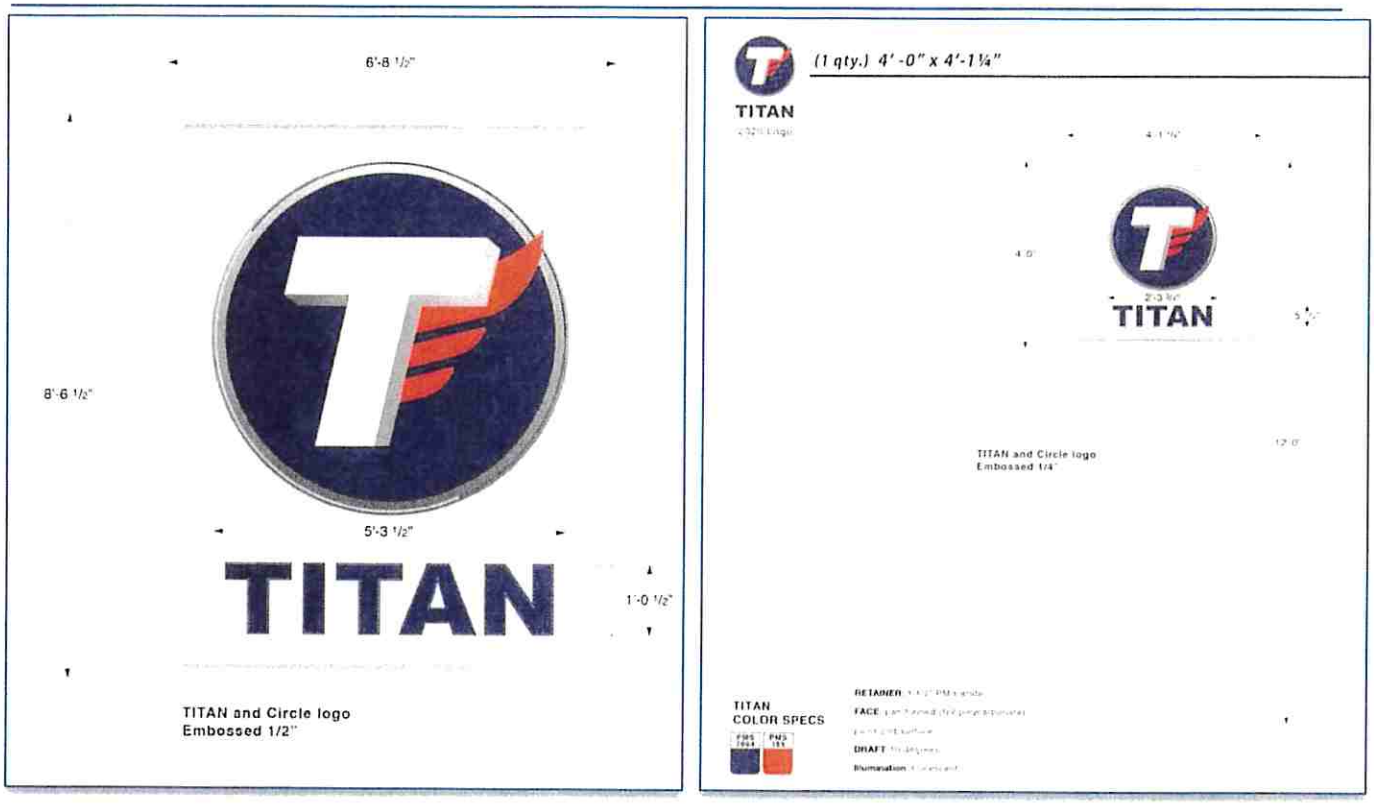
ATLAS
FBO SOFTWARE

ATLAS is a proprietary web-based, PCI-compliant FBO point-of-sale and business management platform designed specifically for the aviation industry and trusted by **300+ FBOs**.



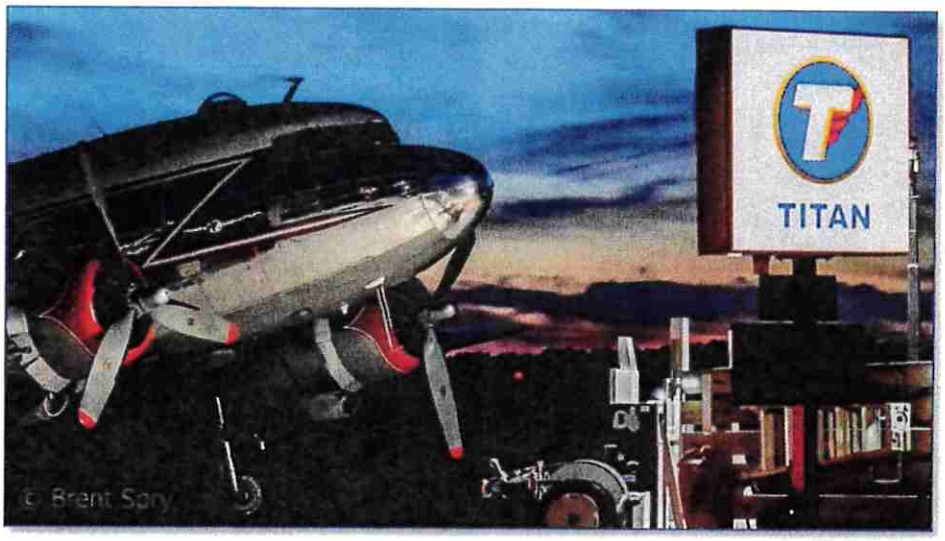
- **Operations:** Fuel & inventory management, automated pricing, billing, reporting
- **Finance:** Payment processing, QuickBooks integration, reimbursement within 48 hours
- **Customer Experience:** CRM, TITAN Rewards integration, user-friendly interface

BRANDING: SIGNAGE



The TITAN Aviation Fuels branding program includes:

- Fueling equipment – decals for trucks and tanks
- Onsite signage – tailored for your location on position, size and style. All signage and decals will meet state, federal and airport regulatory guidelines.
- **Signage will be provided free-of-charge.**



AVIATION INSURANCE



TITAN's aviation insurance subsidiary, TITAN Aerospace Insurance, has 20 years of hands-on experience providing coverage to FBOs and airports.

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

Offices located in:

Greensboro, NC | Atlanta, GA | Memphis, TN | Knoxville, TN | Dallas, TX | Denver, CO

OTHER PROGRAMS & FBO PARTNERS

TITAN Aviation Fuels has partnered with following vendors to assist our FBOs in meeting the needs of their pilots and customers.

TRAQPak Flight Tracking by Argus

TITAN Aviation Fuels extends the network monthly subscription rate of $375 per month. TITAN Aviation Fuels will invoice your location and pay ARGUS directly.

Aero Specialties

Ground Support Equipment discount backed with expedited support response time for our TITAN Network. https://www.aerospecialties.com/titan-aviation-fuels/

Safety 1st

TITAN has negotiated a discounted pricing structure for our customers to train their line service specialists and customer service representatives. TITAN Aviation Fuels extends the network annual PLST subscription rate of $158 and CSR subscription rate of $119.

FlightBridge

Web-based concierge system that tracks all planned arrivals and departures along with related service requests.

UniFirst

TITAN has negotiated a discounted pricing structure for our customers that is an average of 30% for your operation.

Hertz

Competitive revenue sharing and tiered commission based on sales growth available to TITAN customers.



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:

- TITAN Aviation Fuels is named as additional insured parties as suppliers of aviation petroleum products including refueling, de-fueling and/or lubrication of aircraft
- The policy must reflect a minimum limit of $500,000 each occurrence combined single limit for third party bodily injury and/or property damage, without restrictive per person sub-limits for bodily injury
- Acceptable liability coverage must include products, premises, and completed operations

TITAN
AVIATION FUELS

ROOTED IN FAMILY VALUES. BUILT ON TRUST. FUELED BY SERVICE.

THANK YOU FOR THE OPPORTUNITY

Reggie Nichols

Regional Sales Manager - Texas

Phone (252) 361-3026

Reggie.Nichols@titanfuels.aero

Landon Petty

Vice President, Sales – Mid Continent

Phone (225) 939-8872

Landon.Petty@titanfuels.aero

CONTRACT RENEWAL FOR RFP 23-052/MR
JANITORIAL SERVICES FOR JEFFERSON COUNTY

The County entered into a contract with Southeast Texas Building Service. Inc. for one (1) year. from November 18. 2023 to November 17. 2024. with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract. Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 15. 2026 to November 14. 2027.

ATTEST:

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Southeast Texas Building Service, Inc.

(Name)

CONTRACT RENEWAL FOR IFB 23-055/MR
TERM CONTRACT FOR MORGUE TRANSPORT SERVICE FOR JEFFERSON COUNTY

The County entered into a contract with Proctor's Mortuary for one (1) year, from November 14, 2023 to November 13, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 11, 2026 to November 10, 2027.

ATTEST:

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Proctor's Mortuary

(Name)

NMS LABS

Scope of Work (SOW) for Forensic Testing Services for Jefferson County Regional Crime Lab

1. Introduction / General Overview

The purpose of this Scope of Work (SOW) is to outline the responsibilities and deliverables of NMS Labs in providing forensic drug chemistry testing services to the Jefferson County Regional Crime Lab.

The objective is to support Jefferson County Regional Crime Lab's efforts by delivering accurate, timely, and comprehensive forensic testing, thereby aiding in the resolution of casework.

2. Specifications / Scope of Work

2.1 Forensic Drug Chemistry Testing

- Scope of Testing
  - NMS Labs will perform qualitative and quantitative (when applicable) analysis on a broad spectrum of controlled substances.
  - Testing will be conducted using a minimum of two separate analytical techniques in accordance with SWGDRUG recommendations.
- Turnaround Time
  - Reports will be generated within 30 days of sample receipt, summarizing qualitative findings for each sample tested.
  - Reports will be generated within 45 days of sample receipt summarizing quantitative findings for each sample tested (when applicable).
  - NMS Labs will use its network of accredited laboratories when deemed appropriate to maintain turnaround time.

3. Special Requirements / Qualifications

3.1 NMS Labs Qualifications

- NMS Labs is accredited to ISO/IEC 17025:2017 for Seized Drugs and Toxicology and by the Texas Forensic Science Commission, ensuring adherence to high standards in forensic science services.

3.2 Confidentiality and Compliance

- NMS Labs will maintain strict confidentiality and ensure compliance with all local, state, and federal regulations governing forensic testing services. All activities will be conducted with integrity and professionalism.

4. Metrics and Reporting

- Reports will be generated within 30 days of sample receipt, summarizing qualitative findings for each sample tested.
- Reports will be generated within 45 days of sample receipt summarizing quantitative findings for each sample tested (when applicable).

5. Payment

- Invoices will be submitted with supporting documentation related to billable items. Payment terms are Net 30.

NMS LABS

6. Analysis Pricing

Pricing Effective Date: 10/1/2026

Pricing Expiration Date: 12/31/2027

Test	Description	Agreement Pricing
Drug Identification		
22000	Controlled Substances - GC/MS Scan and Color	$257.00
23000	Controlled Substances - Pharmaceutical ID and GC/MS Scan	$257.00
24000	Pharmaceutical Identification (Visual Exam Only)	$135.00
26000	Controlled Substances - Dual GC/MS Scan	$257.00
29100	Controlled Substances - Cocaine Salt vs. Base Determination by FTIR	$411.00
92500	Case Set-Up (Hourly Rate)	$108.00
Narcotics Quantitation		
27130	Controlled Substances - Marijuana ID by Microscopy and Hemp/Marijuana Differentiation by GC/MS	$242.00
27140	Cannabinoid Quantitation (% purity by wt)	$335.00
27150	THC Identification by Color and Hemp/Marijuana Differentiation by GC/MS	$242.00
27160	Hemp/Marijuana* ID & Quantitation (% purity by wt)	$420.00
27170	THC ID & Quantitation (% purity by wt)	$420.00
92310	Freezer Mill Usage	$131.00
Litigation and Testimony Support		
70025ES	Litigation Support Package - Review, Copy, and Certify	$96.00
70027ES	Integrity Review of Litigation Support Package (per hour)	$96.00
70170ES	Expert Testimony - Daily Rate	$2575.00
70171ES	Expert Testimony - Hourly Rate	$258.00
99000ES	Litigation Support Package for Drug Chemistry	$96.00
Evidence		
99200	Case Return Fee	$0
RETURN	Specimen Return/Handling	$0

All other testing ordered during this effective period will be billed at the prevailing List Pricing. Samples will be returned in batches to your agency.

If you have any questions regarding this communication, please contact me directly.

Sincerely,

Kellie Fenesan

Senior Territory Manager

Mobile: 215-388-7335

kellie.fenesan@nmslabs.com

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

ATTEST

DATE 10/13/26

cc: NMS Labs D365 Database

PREFERRED
FACILITIES GROUP - USA

PROPOSAL

October 06, 2026

Jefferson County
1149 Pearl
Beaumont, TX 77701

Re: 261047 R1 for **Grand Jury Table Refinish**
Facility Name: Jefferson County Courthouse
Jefferson County Courthouse - 1149 Pearl, Beaumont, TX 77701

We are pleased to submit our proposal utilizing our 24/018MR Choice Partners Contract based on local CCI and coefficient of .89.

GENERAL

- Provide all labor, materials, supervision, equipment, coordination, and incidental work required to complete the Work in accordance with the approved scope of work.

TABLE REFINISH

- Provide all labor, materials, equipment, supervision, coordination, and incidental work required to refinish the existing Grand Jury table.
- Clean, prepare, sand, and refinish existing table surfaces as required to provide a finished appearance.
- Furnish and install matching plastic laminate on the tabletop surface.
- Coordinate laminate color and finish with existing table conditions.
- Provide required adhesives, trim, edge treatment, touch-up, and incidental materials required for a complete installation.
- Remove debris generated by this scope and provide final cleanup of affected work area.
- Provide and install new drawer pulls.

Cost of Work:	$4,093.57
Bond:	$0.00
Total Amount:	**$4,093.57**

We estimate approximately seven (7) working days. We explicitly exclude all liquidated damages for this project due to the volatility of the market and supply chain challenges.

Our estimate is based on our interpretation of the project as presented to us. Our scope is limited to the line items broken down into individual tasks of work and developed based upon the Unit Price Book rate as modified by the city cost adjustment and our Coefficient. All pricing for the required line-item estimate is derived from the current calendar year RSMeans Facilities Construction Cost Data Book with Updates.

This Proposal contains confidential and proprietary information that is intended only for the use of Jefferson County and is not to be shared, copied, or disseminated in any way. The information includes all attachments, drawings, sketches, and proposed product selections and must be kept confidential. This information shall be used for the sole purpose of evaluating this Proposal and must not be used for any other purpose without the explicit consent of Preferred Facilities Group - USA.

Once the quantities of work and price are approved, the individual Job Order becomes a fixed-price lump sum contract.

Please contact me at 409.842.8293 or via e-mail mwaidley@pfg-usa.com if you have any questions or require additional information.

Respectfully submitted,
Preferred Facilities Group - USA

Michael Waidley
Operations Manager

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTEST
DATE 10/13/26

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PREFERRED
FACILITIES GROUP - USA

Final Estimate

Tim Slack
Preferred Facilities Group - USA
728-24 - 2024 Buyboard - Other - 4/01/2026 to 3/31/2027
JC DA Grand Jury Refinish Table - 26-1047 R1
Tim Slack

Estimator: Tim Slack

Refinish Table

Division Summary (MF04)

01 - General Requirements	$373.50	26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes	$728.00	41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings	$2,148.00	48 - Electric Power Generation	
13 - Special Construction		Pre-Price Line Item Clarification	$91.20
14 - Conveying Equipment		Trades	$1,813.50
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$5,154.20**
25 - Integrated Automation			

Totalling Components

2024 BuyBoard 728-24 PFG Texas Other (-7.0000%)	$(308.12)	Priced Line Items	$5,154.20
RSMeans BEAUMONT, TX CCI 2026Q3, 85.40%	$(752.51)	Consideration ()	

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$1,199.82
Labor:	$3,936.72
Equipment:	$17.66
Other:	$0.00
Laborhours:	41.87
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	10	$5,154.20	
Total Non-Priced Items:	0	$0.00	0.00%
	10	$5,154.20	

Grand Total **$4,093.57**

Estimator: Tim Slack

Refinish Table

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-56-16-10-0110	Dust barrier, temporary, polyethylene sheet, 6 mil	Sq.	5.0000	$24.50	$122.50	RSM26FAC M, L, O&P	P
2	01-74-13-20-0052	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	1.0000	$106.00	$106.00	RSM26FAC M, L, E, O&P	P
3	01-74-13-20-0100	Cleaning up, cleanup of floor area, final by GC at end of job	M.S.F.	1.0000	$145.00	$145.00	RSM26FAC M, L, E, O&P	P
		01 - General Requirements Total						$373.50
09 - Finishes								
4	09-01-90-92-0520	Paint preparation, surface protection, placement & removal, masking w/paper	S.F.	400.0000	$0.99	$396.00	RSM26FAC M, L, O&P	P
5	09-97-10-10-5100	Paints & coatings, interior, varnish and stain, polyurethane, clear, in 5 gallon lots	Gal.	2.0000	$75.00	$150.00	RSM26FAC M, O&P	P
6	09-97-10-10-5300	Paints & coatings, interior, stain, semi-transparent, in 5 gallon lots	Gal.	2.0000	$91.00	$182.00	RSM26FAC M, O&P	P
		09 - Finishes Total						$728.00
12 - Furnishings								
7	12-32-23-35-2240	Wood casework hardware, door/drawer pulls, handles, projecting, metal, maximum	Ea.	10.0000	$58.00	$580.00	RSM26FAC M, L, O&P	P
8	12-36-23-30-1540	Countertops, plastic laminate, 24" wide, 1-1/2" thick edging, plastic laminate edging, maximum	L.F.	32.0000	$49.00	$1,568.00	RSM26FAC M, L, O&P	P
		12 - Furnishings Total						$2,148.00
Pre-Price Line Item Clarification								
9	12-32-23-35-2240	Demo - Wood casework hardware, door/drawer pulls, handles, projecting, metal, maximum	Ea.	10.0000	$9.12	$91.20	CUSTOM L, O&P	P
		Pre-Price Line Item Clarification Total						$91.20
Trades								
10	CARP	Carpenters - 2026 RSMeans Facilities O&P Rate	Hour	18.0000	$100.75	$1,813.50	Trades L, O&P	P
		Trades Total						$1,813.50

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Final Estimate

Estimator: Tim Slack

Refinish Table

Item	Description	UM	Quantity	Unit Cost	Total	Book
	Estimate Grand Total					4,093.57

Spectrum BUSINESS

SERVICE ORDER

THIS SERVICE ORDER ("Service Order") is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below), and is governed by and subject to the applicable Spectrum Business - Enterprise Commercial Terms of Service posted at https://enterprise.spectrum.com/legal/terms-and-conditions.html (or successor URL) or, if applicable, an existing service agreement executed by the parties (each, as appropriate, the "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Contact Information
Contact: Altoria Prince Telephone: 409-217-1760 Email: altoria.prince@spectrum.com

Customer Information		
Customer Name JEFFERSON COUNTY (HQ)		Order # 15109019
Address 1149 PEARL ST BEAUMONT TX 77701		
Telephone (409) 835-8466		Email: jeff.branick@jeffersoncountytx.gov
Contact Name Jeff Branick	Telephone (409) 835-8466	Email: jeff.branick@jeffersoncountytx.gov
Billing Address 1149 PEARL ST BEAUMONT TX 77701		
Billing Contact Name County Auditor's Office	Telephone 409-835-8500	Email: acctspay@jeffersoncountytx.gov

NEW AND REVISED SERVICES AT 19217 Highway 365 , Beaumont TX 77705				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Enterprise Internet 500Mbps	36 Months	1	$150.00	$150.00
Static IP Address	36 Months	1	$20.00	$20.00
WiFi Opt Out	36 Months	1	$0.00	$0.00
TOTAL				$170.00

ONE TIME CHARGE(S) AT 19217 Highway 365 , Beaumont TX 77705			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Enterprise Internet Install	1	$100.00	$100.00
TOTAL			$100.00

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Spectrum BUSINESS®

1. **TOTAL CHARGE(S). Total monthly recurring charges and total one-time charges are due in accordance with the monthly invoice.**
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

By signing below, the signatory represents they are duly authorized to execute this Service Order

Customer	
Signature:	
Printed Name:	Jeff Branick
Title:	County Judge
Date:	October 13, 2026

ATTEST
DATE 10/13/26

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

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Spectrum BUSINESS®

1. **TOTAL CHARGE(S). Total monthly recurring charges and total one-time charges are due in accordance with the monthly invoice.**
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

By signing below, the signatory represents they are duly authorized to execute this Service Order

Customer	
Signature:	_____
Printed Name:	_____
Title:	_____
Date:	_____

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Agreement 26-070/MR

Spectrum BUSINESS®

SERVICE ORDER

THIS SERVICE ORDER ("Service Order") is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below), and is governed by and subject to the applicable Spectrum Business - Enterprise Commercial Terms of Service posted at https://enterprise.spectrum.com/legal/terms-and-conditions.html (or successor URL) or, if applicable, an existing service agreement executed by the parties (each, as appropriate, the "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Contact Information
Contact: Altoria Prince Telephone: 409-217-1760 Email: altoria.prince@spectrum.com

Customer Information		
Customer Name JEFFERSON COUNTY (HQ)		Order # 15779188
Address 1149 PEARL ST BEAUMONT TX 77701		
Telephone (409) 835-8466		Email: jeff.branick@jeffersoncountytx.gov
Contact Name Jeff Branick	Telephone (409) 835-8466	Email: jeff.branick@jeffersoncountytx.gov
Billing Address 1149 PEARL ST BEAUMONT TX 77701		
Billing Contact Name Jefferson County Auditor	Telephone 409-835-8500	Email: acctspay@jeffersoncountytx.gov

NEW AND REVISED SERVICES AT 3890 Fm 3514 Unit #9, Beaumont TX 77705				
Service Description	**Order Term**	**Quantity**	**Monthly Recurring Charge(s)**	**Total Monthly Recurring Charge(s)**
Dedicated Fiber Internet 200Mbps	12 Months	1	$575.00	$575.00
5 Static IP Addresses	12 Months	1	$0.00	$0.00
TOTAL				**$575.00**

ONE TIME CHARGE(S) AT 3890 Fm 3514 Unit #9, Beaumont TX 77705			
Service Description	**Quantity**	**One Time Charge(s)**	**Total One Time Charge(s)**
Dedicated Fiber Internet Install	1	$0.00	$0.00
TOTAL			**$0.00**

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Spectrum BUSINESS®

1. **TOTAL CHARGE(S). Total monthly recurring charges and total one-time charges are due in accordance with the monthly invoice.**
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

By signing below, the signatory represents they are duly authorized to execute this Service Order

Customer

Signature: _____

Printed Name: Jeff Branick

Title: County Judge

Date: October 13, 2024

ATTEST _____
DATE 10/13/24

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

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Spectrum BUSINESS®

1. **TOTAL CHARGE(S). Total monthly recurring charges and total one-time charges are due in accordance with the monthly invoice.**
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

By signing below, the signatory represents they are duly authorized to execute this Service Order

Customer	
Signature:	_____
Printed Name:	_____
Title:	_____
Date:	_____

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PREFERRED
FACILITIES GROUP - USA

PROJECT CHANGE REQUEST

July 24, 2026

Jefferson County
1149 Pearl Street
Beaumont, TX 77701

Re: 24-0110 for Jefferson County Diversion Center Renovation
Facility Name: Jefferson County Diversion Center
Jefferson County Diversion Center – 3890 FM 3514, Beaumont, TX 77705

PCR 2 Certified Payroll Cost Adjustment

We are pleased to submit our proposal utilizing our BuyBoard Contract No. 728-24 based on local CCI and coefficient of .89.

We propose to provide labor and materials to complete the following work:

FIRE SUPPRESSION

- Provide the certified payroll cost adjustment associated with Pye Barker Fire & Safety's fire suppression installation work.
- Include certified payroll costs that were not included in the original subcontract amount.
- Include the additional certified payroll costs required to complete the remaining installation work on the project.
- No contractor markup is included in this Project Change Request.

Justification for Change:

This change is required to capture certified payroll costs that were not included in the original Pye Barker Fire & Safety subcontract amount, along with the additional certified payroll costs required to complete the remaining installation work. These costs were not included in the original scope or cost.

Cost	$32,692.23
Bond	$817.31
Total Amount	$33,509.54

We anticipate this Project Change Request work can be completed with no change in contract time, provided approval is received in time to avoid disruption to ongoing work. Any delay in approval, access, material availability, or field direction beyond the Contractor's control may impact the schedule.

Our estimate is based on our interpretation of the project as presented to us. Our scope is limited to the work described above and the supporting subcontractor documentation. No contractor markup has been applied to this request; only the required bond has been included.

This Project Change Request contains confidential and proprietary information that is intended only for the use of Jefferson County and is not to be shared, copied, or disseminated in any way. The information includes all attachments, drawings, sketches, and proposed product selections and must be kept confidential. This information shall be used for the sole purpose of evaluating this Project Change Request and must not be used for any other purpose without the explicit consent of Preferred Facilities Group – USA.

Once the quantities of work and price are approved, the individual Job Order becomes a fixed-price lump sum contract.

Please contact me at 409.842.8293 or via e-mail mwaidley@pfg-usa.com if you have any questions or require additional information.

Respectfully submitted,
Preferred Facilities Group – USA

Michael Waidley
Operations Manager

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

ATTEST
DATE 10/13/24

634

PREFERRED
FACILITIES GROUP - USA

Final Estimate

Tim Slack
Preferred Facilities Group - USA
728-24 - 2024 Buyboard - Normal - 4/01/2026 to 3/31/2027
JC Diversion Center Phase II CO2 - 25-1178 CO2
Tim Slack

Estimator: Tim Slack

Diversion Center Phase II CO2

Division Summary (MF04)

01 - General Requirements	
02 - Existing Conditions	
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	
26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Pre-Price Line Item Clarification	$32,692.23
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	**$32,692.23**

Totalling Components

Consideration ()	
Nonpriced Line Items	$32,692.23

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$0.00
Labor:	$32,692.23
Equipment:	$0.00
Other:	$0.00
Laborhours:	0.00
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	0	$0.00	
Total Non-Priced Items:	1	$32,692.23	100.00%
	1	$32,692.23	

Grand Total $32,692.23

635

Estimator: Tim Slack

Final Estimate

Diversion Center Phase II CO2

Item	Description	UM	Quantity	Unit Cost	Total	Book	
Pre-Price Line Item Clarification							
1 SKWK	Certified Payroll Costs	LSUM	1.0000	$32,692.23	$32,692.23	CUSTOM L, O&P	N
	Pre-Price Line Item Clarification Total						$32,692.23
	Estimate Grand Total						**32,692.23**

21 Waterway Avenue
Suite 300
The Woodlands, TX 77380

TEL 713.482.4788
FAX 713.395.5486

www.GarverUSA.com

July 17, 2026

Alex Rupp
Jack Brooks Regional Airport
5000 Jerry Ware Drive, Suite 100
Beaumont, TX 77705

Re: Jack Brooks Regional Airport (BPT)
Airfield Lighting Rehabilitation – Construction Phase Services
Professional Services Proposal
Record of Negotiation

Dear Mr. Rupp,

Per your request, Garver has reviewed our scope and fee based on the Independent Fee Estimate you have received and adjusted our proposal accordingly.

COMPENSATION

For the Airfield Lighting Rehabilitation Construction Phase Services project, the not-to-exceed fee of **$267,077.00** is based upon the scope of services provided in Exhibit A. A detailed breakdown of the proposed fee for the engineering services is included in Exhibit B.

Services	REVISED FEE	ORIGINAL FEE
Construction Administration	$ 135,338.00	$ 127,407.00
On-Site Resident Project Representative Services	$ 103,620.00	$ 103,620.00
Materials Testing Services	$ 18,540.00	$ 18,540.00
Closeout Services	$ 17,510.00	$ 17,510.00
TOTAL	**$ 267,077.00**	**$ 275,008.00**

The revised fee is $7,931, or approximately 2.88% below the original fee, which should be in alignment with the IFE results.

Garver is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or would like any additional information, please feel free to call me anytime at 713-482-4788.

Sincerely,
GARVER

Jessica Bryan, PE, CM
Senior Project Manager

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

ATTEST
DATE 10/13/26

Attachments: Exhibit A – Scope of Services
Exhibit B – Fee Spreadsheet

EXHIBIT A
SCOPE OF SERVICES
JACK BROOKS REGIONAL AIRPORT – AIRFIELD LIGHTING REHABILITATION
CONSTRUCTION PHASE SERVICES

Generally, the Scope of Services includes the following professional services for improvements to the Airfield Lighting Rehabilitation construction project at Jack Brooks Regional Airport. Improvements will consist primarily of a base bid of new runway edge lights for Runway 12-30 and Runway 16-34, runway end identification lights (REILs) for runway ends 16, 30, and 34, taxiway lighting along portions of Taxiways D and F, and improvements to the airfield lighting vault within the Jerry Ware Terminal. This is also an additive alternate that consists of the removal of abandoned Taxiway E pavement within the safety areas of Runways 12-30 and 16-34. The additive alternate also includes the restoration of the previously pavement areas as shown in Sheet GI-101, the Project Layout and Survey Control Plan.

- Project Administration
- Construction Administration Services
- On-Site Resident Project Representative Services
- Materials Testing Services
- Project Closeout Services

1. CONSTRUCTION ADMINISTRATION SERVICES

1.1. Upon completion of bidding services, Garver shall begin the construction phase of the work and will accomplish the tasks further described below.

1.2. Issued for Construction (IFC) Documents

1.2.1. Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

1.3. Construction Management Plan

1.3.1. Garver will prepare a "Construction Management Plan" to be submitted to the Federal Aviation Administration (FAA) for approval. At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information. The plan will be reviewed by the FAA project manager and must be approved along with the final plans and specifications for construction.

1.4. Submittals

1.4.1. Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions

or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

1.5. Notice to Proceed & Preconstruction Meeting

1.5.1. Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

1.6. Progress Meetings

1.6.1. As a minimum, Garver's Project Manager, Project Engineer, and Resident Project Representative (RPR) will attend weekly progress meetings with the Owner and Contractor. It is expected that 4 meetings will be held on-site, and 4 meetings will be held via conference call. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility pre-construction meetings as required.

1.7. Owner Coordination

1.7.1. Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to Owner such periodic reports and information as may be required by the FAA, including FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the Owner on a weekly basis.

1.8. RFIs

1.8.1. Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

1.9. Progress Payments

1.9.1. Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

1.10. Payroll Reviews

1.10.1. Garver will assist the Owner in the observation of the Contractor's operations for proper classification of workers, review of the Contractor's payroll as necessary to determine compliance with Davis Bacon requirements, and conduct contractor employee interviews to determine compliance with Davis Bacon requirements. Garver will keep the Contractor's payroll records on file demonstrating compliance with the Davis Bacon requirements. In addition, Garver will monitor the contractor's posting of the required EEO notice and provide general oversight of any obvious instance of a segregated workplace. Garver will submit Contractor's certified payroll records to Owner at the completion of the project.

1.11. Record Drawings

1.11.1. Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Closeout Services and final record drawings will be provided to the Owner after project completion. Garver shall prepare a set of utility record drawings and prepare and furnish record drawings to local utilities as required.

1.12. Change Orders

1.12.1. When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

1.13. Final Inspection

1.13.1. Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

2. ON-SITE RESIDENT PROJECT REPRESENTATIVE SERVICES

2.1. Garver will provide full-time Resident Project Representative (RPR) services for the 105-calendar-day construction contract performance time. The proposed fee is based on approximately 48 hours per week (maximum) during the construction contract performance time for the RPR, plus an additional two and a half (2.5) weeks for weather and other delays beyond the Contractor's control. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.

2.2. During the construction period, Garver's RPR will provide or accomplish the following:

- Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to the Owner such periodic reports and information as may be required by the FAA

- As necessary, conduct safety meetings with the Contractor.
- Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to ensure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- Perform intermediate inspections in advance of the final inspection.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- In accordance with FAA AC 150/5370-12A, maintain a project diary which will contain information pertinent to each site visit.
- Administer the "Construction Management Plan" prepared by Garver.
- Monitor the contractor's conformance to the approved construction safety and phasing plan.
- Prepare a Construction Materials Quality Control Summary. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."

2.3. In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

3. MATERIALS TESTING SERVICES

3.1. Through a Subconsultant, Garver shall provide the quality assurance testing for the project as required by the Plans and Specifications in accordance with FAA and the Owner's requirements.

4. PROJECT CLOSEOUT SERVICES

4.1. At the conclusion of construction, Garver will assist the Owner with project closeout by providing a final project report which will include all necessary documents required for FAA grant closeout. Closeout documentation will be provided within 60 days of the final payment to the Contractor. Garver will also update the airport's ALD to show the completed project as "existing" and coordinate the submission of the updated ALD through OE/AAA.

5. PROJECT DELIVERABLES

5.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- Issued for Construction Plans and Specifications to the Owner, Contractor, and FAA.
  - Three hard copies to the Contractor
  - One copy to the FAA
- Construction Management Plan to the Owner and FAA
- Reviewed submittals to the Contractor.
- Record Plans and Specifications to the Owner and FAA.
  - One hard copy to the Owner.
- Other electronic files as requested.

6. ADDITIONAL SERVICES

6.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction. Changes conditions may include, but are not limited to major changes to pavement, building, or utility alignments.
- Deliverables beyond those listed herein.
- Design of any utility relocation.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.
- DBE Review.

Exhibit B

Jack Brooks Regional Airport
Airfield Lighting Rehabilitation - Construction Phase Services

FEE SUMMARY

		Estimated Fees
Cost Plus Fixed Fee	Construction Administration	$ 127,407.00
Cost Plus Fixed Fee	On-Site Resident Project Representative Services	$ 103,620.00
Cost Plus Fixed Fee	Materials Testing Services	$ 18,540.00
Lump Sum	Closeout Services	$ 17,510.00
	Subtotal for Services	**$ 267,077.00**
	Total All Services	**$ 267,077.00**

Exhibit B

Jack Brooks Regional Airport
Airfield Lighting Rehabilitation - Construction Phase Services

Construction Administration

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-1	E-1	AM-3
1. Civil Engineering							
Prepare IFC Plans and Specs and submit to Contractor					2		
Prepare for Preconstruction Meeting	2						
Develop Construction Management Plan	2						
Attend Preconstruction Meeting (1 person, on-site)		6					
Coordination with Inspector			6				
Prepare Change Orders			10				
Response to Contractor and RPR Inquiries			10				
Certified Payroll Reviews			8				30
Prepare for and Attend (Virtual) Progress Meetings (1 person, 4 meetings)	6						
Prepare for and Attend (On-Site) Progress Meetings (1 person, 4 meetings)	20						
Shop Drawings/Submittal Review & Responses			6		20		
Final Inspection and Punchlist	8						
Punchlist Coordination			6		8		
Final Walkthrough	8						
Complete Warranty Inspection	8						
Subtotal - Civil Engineering	**54**	**6**		**0**	**30**	**0**	**30**
2. Electrical Engineering							
Prepare IFC Plans and Specs and submit to Contractor						8	
Prepare and Distribute Notice to Procure		2					
Prepare and Distribute Notice To Proceed		2					
Prepare for Preconstruction Meeting				4			
Construction Management Plan				8			
Attend Preconstruction Meeting (2 person, on-site)		10		10			
Review Contractor Pay Application (5 applications)		5		5			
Coordination with Inspector (10 hr/Month)		40					
Develop Submittal Log				4			
Change Orders		8		18			
Response to Contractor and RPR Inquiries		8		18		6	
Prepare for and Attend (Virtual) Progress Meetings (2 people, 4 meetings)		8		8			

Prepare for and Attend (On-Site) Progress Meetings (1 person, 4 meetings)		40					
Shop Drawings/Submittal Review & Responses		5		10		30	
Final Inspection and Punchlist		9					
Punchlist Coordination				4		2	
Final Walkthrough		9					
Complete Warranty Inspection		9					
Subtotal - Electrical Engineering	**0**	**155**		**39**	**0**	**46**	**0**
Hours	**54**	**161**		**89**	**30**	**46**	**30**

SUBTOTAL - SALARIES: **$122,057.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	$750.00
Postage/Freight/Courier	$200.00
Office Supplies/Equipment	$0.00
Computer Modeling/Software Use	$0.00
Locator/Tracer/Thermal Imager Equipment	$0.00
Travel Costs	$4,400.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **$5,350.00**

SUBTOTAL: **$127,407.00**

SUBCONSULTANTS FEE: **$0.00**

TOTAL FEE: **$127,407.00**

Exhibit B

Jack Brooks Regional Airport
Airfield Lighting Rehabilitation - Construction Phase Services

On-Site Resident Project Representative Services

WORK TASK DESCRIPTION	E-6	E-5
	hr	hr
1. Civil Engineering		
Attend Preconstruction Meeting (1 person, on-site)	8	
Review Construction Management Plan	4	
Subtotal - Civil Engineering	**12**	**0**

Hours	**12**	**0**
SUBTOTAL - SALARIES:		**$5,220.00**

DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$0.00
Postage/Freight/Courier	$0.00
Office Supplies/Equipment	$0.00
Survey Supplies	$0.00
GPS Equipment	$0.00
Locator/Tracer/Thermal Imager Equipment	$0.00
Travel Costs	$0.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$0.00**

SUBTOTAL:	**$5,220.00**
SUBCONSULTANTS FEE:	**$98,400.00**
TOTAL FEE:	**$103,620.00**

Exhibit B

Jack Brooks Regional Airport
Airfield Lighting Rehabilitation - Construction Phase Services

Materials Testing Services

WORK TASK DESCRIPTION	E-6	E-1	AM-3
1. Civil Engineering			
Coordination with Materials testing Firm	2		2
Review Test Results	4	8	
Subtotal - Civil Engineering	**6**	**8**	**2**

Hours	**6**	**8**	**2**
SUBTOTAL - SALARIES:		**$4,440.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly		$0.00
Postage/Freight/Courier		$0.00
Travel Costs		$0.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$0.00**
SUBTOTAL:		**$4,440.00**
SUBCONSULTANTS FEE:		**$14,100.00**
TOTAL FEE:		**$18,540.00**

Exhibit B

Jack Brooks Regional Airport
Airfield Lighting Rehabilitation - Construction Phase Services

Closeout Services

WORK TASK DESCRIPTION	E-6	E-5	E-3	E-1	E-1	AM-3
1. **Civil / Electrical Engineering**						
Review and Submit Final Construction Pay Application		2				
Prepare and Submit Final Reconciliation Change Order		2				
Assemble and Review Summary of Project Costs			6			
ALD Drafting				4		
ALD Upload to OEAAA				2		
Assemble Record Drawings				4	16	
Assemble Submittals and Responses					4	
Complete Construction Closeout Checklist						1
Provide Sponsor Certification for Construction Project Final Acceptance						1
Draft Final Construction Report and Submit to FAA, State, Owner	2	2	24	4		
Subtotal - Civil / Electrical Engineering	**2**	**6**	**30**	**14**	**20**	**2**
Hours	**2**	**6**	**30**	**14**	**20**	**2**

SUBTOTAL - SALARIES:	**$16,860.00**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$500.00
Postage/Freight/Courier	$150.00
Office Supplies/Equipment	$0.00
Travel Costs	$0.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$650.00**
SUBTOTAL:	**$17,510.00**
SUBCONSULTANTS FEE:	**$0.00**
TOTAL FEE:	**$17,510.00**

THE STATE OF TEXAS §
§
THE COUNTY OF JEFFERSON §

AMENDMENT NO. 1 (CHANGE ORDER #1)
to the
PROFESSIONAL SERVICES AGREEMENT
between
JEFFERSON COUNTY, TEXAS ("County")
and
GRIFFITH, MOSELEY, JOHNSON & ASSOCIATES, INC. ("GMJ")

RFP 18-041/JW – Grant Administration and Management Services for the Community Development Block Grant – Disaster Recovery Home Buyout/Acquisition Program

This Amendment No. 1 (Change Order #1) ("Amendment") is entered into by and between Jefferson County, Texas, a political subdivision of the State of Texas acting by and through its Commissioners Court, and Griffith, Moseley, Johnson & Associates, Inc., a Texas for-profit corporation (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, County and GMJ entered into a Professional Services Agreement in accordance with Request for Proposals RFP 18-041/JW, which was awarded, executed, received and filed by the Jefferson County Commissioners Court on November 5, 2018 (the "Agreement"), under which GMJ provides Grant Administration and Management Services for the Community Development Block Grant – Disaster Recovery ("CDBG-DR") Home Buyout/Acquisition Program (the "Program") as part of County's recovery from the impacts of Hurricane Harvey;

WHEREAS, the total amount of the Agreement is Two Hundred Sixty-Seven Thousand Two Hundred Eighty and 00/100 Dollars ($267,280.00);

WHEREAS, Section 4 of the Agreement provides that GMJ will continue work until such time as the performance period allowed by the granting entity expires or the project is completed and successfully closed out, and the duration of the Program has been extended, during which time GMJ has continued to provide grant administration services to County;

WHEREAS, Section 19 of the Agreement provides that no modification or amendment of the Agreement will be effective unless mutually agreed upon in writing and executed by the Parties;

WHEREAS, on September 22, 2026, the Jefferson County Commissioners Court considered and approved Change Order #1 to RFP 18-041/JW with GMJ in the amount of $57,631.00 for grant administration services provided during the extended duration of the CDBG-DR Home Buyout/Acquisition Program, bringing the total amount from $267,280.00 to $324,911.00, contingent upon the Texas General Land Office's ("GLO") approval as allowable grant administration fees;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, County and GMJ agree to amend the Agreement as follows:

1. INCREASE IN CONTRACT AMOUNT:

The amount payable to GMJ under the Agreement is increased by Fifty-Seven Thousand Six Hundred Thirty-One and 00/100 Dollars ($57,631.00) for grant administration services provided during the extended duration of the CDBG-DR Home Buyout/Acquisition Program, bringing the total amount of the Agreement from Two Hundred Sixty-Seven Thousand Two Hundred Eighty and 00/100 Dollars ($267,280.00) to Three Hundred Twenty-Four Thousand Nine Hundred Eleven and 00/100 Dollars ($324,911.00).

2. AMENDMENT TO SECTION 6:

Section 6, "Terms and Conditions of Payment for Professional Services," of the Agreement is amended by adding the following new Section 6.3:

> **"6.3.** Total Contract Amount. The total amount payable to GMJ under this Agreement, as amended by Amendment No. 1 (Change Order #1), will not exceed Three Hundred Twenty-Four Thousand Nine Hundred Eleven and 00/100 Dollars ($324,911.00), which includes Fifty-Seven Thousand Six Hundred Thirty-One and 00/100 Dollars ($57,631.00) for grant administration services provided during the extended duration of the CDBG-DR Home Buyout/Acquisition Program. Payment of said $57,631.00 is contingent upon the Texas General Land Office's approval of such amount as allowable grant administration fees."

3. GLO APPROVAL CONTINGENCY:

The increase set forth in this Amendment is contingent upon the GLO's approval of the additional $57,631.00 as allowable grant administration fees under County's CDBG-DR grant. County will not process or authorize payment of any GMJ invoice for the additional amount until County receives written approval from the GLO. Upon County's receipt of GLO approval, GMJ's invoice(s) for the additional amount will be reviewed and paid in accordance with Section 6.2 of the Agreement. If the GLO approves less than the full $57,631.00, the increase under this Amendment will be limited to the amount approved by the GLO.

4. SCOPE OF SERVICES:

This Amendment does not change GMJ's Scope of Professional Services described in Section 5 of the Agreement. GMJ will continue to provide those services through the completion and successful close-out of the Program in accordance with Section 4 of the Agreement.

5. EFFECT OF AMENDMENT:

Except as expressly modified by this Amendment, all terms, conditions and provisions of the Agreement remain unchanged and in full force and effect, and are hereby ratified and confirmed by the Parties. In the event of a conflict between this Amendment and the Agreement, this Amendment will control. Capitalized terms not defined in this Amendment have the meanings given to them in the Agreement.

6. EFFECTIVE DATE:

This Amendment will be effective retroactively by both Parties and applies to grant administration services provided by GMJ during the extended duration of the Program.

7. COUNTERPARTS:

This Amendment may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

8. SIGNATORY WARRANTY:

The person signing and executing this Amendment on behalf of GMJ hereby warrants and guarantees that he or she is duly authorized by GMJ to execute this Amendment on behalf of GMJ and to validly and legally bind GMJ to all the terms of this Amendment.

9. ACCEPTANCES:

By their signatures below, the duly authorized representatives of Jefferson County, Texas and Griffith, Moseley, Johnson & Associates, Inc. accept the terms of this Amendment in full.

EXECUTED this 13 **day of** October**, 2026.**

JEFFERSON COUNTY, TEXAS:

BY: Jeff R. Branick
County Judge

Date: 10/13/2026

GRIFFITH, MOSELEY, JOHNSON & ASSOCIATES, INC.:

Megan Gallien

BY: Megan Gallien
Title: COO

Date: 9/23/2026

ATTEST:

County Clerk
Jefferson County, Texas

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Jefferson County
Tax Office

Memo

To: Deborah Clark, Purchasing Department

From: Kate Carroll, Tax Assessor-Collector

Date: September 28, 2026

Re: Recycling Vehicle License Plates

The Texas Department of Motor Vehicles encourages counties to recycle license plates surrendered in their offices as outlined in Registration and Title Bulletin (RTB) #025-12. In accordance with these guidelines, we give permission for surrendered license plates to be transported to a metal salvage company to destroy license plates received from our office.

Further instruction from the Texas Department of Motor Vehicles states any revenue generated as a part of the recycling of plates may be retained by the county. Please let me know if you need additional information.

KC/hs
Attachment
cc: Misty Reeves

Texas Department *of* Motor Vehicles
HELPING TEXANS GO HELPING TEXAS GROW.

April 28, 2015

Re: Recycling Vehicle License Plates

To Whom It May Concern:

Transportation Code, Sec. 504.007 requires a customer receiving replacement license plates to surrender each plate in their possession unless they certify that it was lost or stolen. Texas Administrative Code, 217.285(c)(1), states that if the vehicle for which specialty plates are issued is currently registered, the owner must surrender the plates currently displayed on the vehicle before specialty plates may be issued. In addition, Transportation Code, Sec. 501.0275, requires a "Title Only" applicant to surrender any license plates issued to the vehicle.

This leaves a question of what the counties are to do with these surrendered license plates.

Until further notice, the Texas Department of Motor Vehicles encourages the counties to follow regulations outlined in Registration and Title Bulletin (RTB) #025-12. This RTB states that surrendered license plates must be made unusable, destroyed, or processed by a recycling facility. Since license plates are aluminum, we encourage recycling; however, deface the front of the plates with a permanent marker before delivering to a recycling center. If necessary, coordinate with your local TxDMV Regional Service Center to pick up plates that have been surrendered and cannot be recycled, destroyed or made unusable.

Note that surrendered Exempt plates are still to be submitted to your local TxDMV Regional Service Center.

Any revenue generated as a part of the recycling of plates may be retained by the county to be used as they deem fit.

If you have any questions, please contact our office at (409) 895-3200.

Respectfully,

Idalia Lopez
Beaumont RSC, Supervisor

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: September 28, 2026

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

655

JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 9-21-26

Department: Beaumont Maintenance

Contact Person: Greg Keller

Phone: 409-835-8511

Fax:

Department Head Approval: Greg Keller

Approved in Com. Court:

Description of Property	Serial No.	Asset No.	Condition of Property
Broken Cafe' Chairs		28170	Broken
Broken Cafe Chairs		28214	Broken

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

ATTEST

DATE 10/13/24

03-26-07

656

JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 28 September 2026

Department: Sheriff's Office

Contact Person: Chief D. Miller

Phone: 409-835-8411

Fax:

Department Head Approval:

Approved in Com. Court:

Description of Property	Serial No.	Asset No.	Condition of Property
WHEEL CHAIR	N/A		UNSERVICEABLE
FRONT WHEELS DESTROYED UNSAFE			

03-26-07

657

JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 28 September 2026

Department: Sheriff's Office

Contact Person: Chief D. Miller

Phone: 409-835-8411

Fax:

Department Head Approval:

Approved in Com. Court:

Description of Property	Serial No.	Asset No.	Condition of Property
WHELAN LED LIGHTBAR	174601		UNSERVICEABLE
SX2BBRR			
WHELAN LED LIGHTBAR	143129		UNSERVICEABLE
MODEL SK2SP11			

03-26-07

658

JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 06 OCTOBER 2026

Department: SHERIFF'S OFFICE

Contact Person: CHIEF D. MILLER

Phone: 409-835-8411

Fax:

Department Head Approval:

Approved in Com. Court:

Description of Property	Serial No.	Asset No.	Condition of Property
WHELAN Eyebrow Lightbar	2SD33-001		UNSERVICEABLE
WHELAN Eyebrow Lightbar	2QL18-002		UNSERVICEABLE
WHELAN Eyebrow Lightbar	2W348-006		UNSERVICEABLE
WHELAN Eyebrow Lightbar	17197398		UNSERVICEABLE
WHELAN Eyebrow Lightbar	19588226		UNSERVICEABLE
WHELAN Eyebrow Lightbar	14615		UNSERVICEABLE

659

JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 06 OCTOBER 2026

Department: SHERIFF'S OFFICE

Contact Person: CHIEF D. MILLER

Phone: 409-835-8411

Fax:

Department Head Approval:

Approved in Com. Court:

Description of Property	Serial No.	Asset No.	Condition of Property
DECATUR Genesis Radar Head	G2SKA-25628		UNSERVICEABLE
DECATUR Genesis Radar Head	G2SKA-18500		UNSERVICEABLE
DECATUR Genesis Control Box	G25-23869		UNSERVICEABLE

Memorandum

TO: COMMISSIONERS COURT

FROM: JEFFERSON COUNTY PRECINCT 3 ROAD AND BRIDGE

SUBJECT: BUDGET TRANSFER

DATE: 09/24/2026

Budget Amendment–Transfer Funding for electrical work at Walter Umphrey Park

Please consider approval of a budget transfer totaling $4053.09 from account 116-0606-452-1005 to account 116-0606-452-4009. The fund transfer is being requested to fund payment of electrical work that was done by Savant Electric Company.

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: AUDITING

SUBJECT: BUDGET TRANSFER

DATE: SEPTEMBER 30, 2026

Budget Adjustment – Parks – Additional Cost for Electricity

116-0609-452-4056	Electricity	$188.00
116-0609-452-3048	Lumber	$188.00

JEFFERSON COUNTY SHERIFF'S OFFICE
Zena Stephens, Sheriff
1001 Pearl Street
Beaumont, TX 77701
(409) 835-8411

Donta Miller
Chief of Law Enforcement
donta.miller@jeffersoncountytx.gov

John Shauberger
Chief of Corrections
john.shauberger@jeffersoncountytx.gov

TO: Fran Lee
Jefferson County Auditing Department

FROM: Chief John Shauberger
Jefferson County Sheriff's Office

RE: Transfer Funds FY 2026

DATE: September 24, 2026

Please consider and possibly approve a budget transfer of $140,000.00 from budget account 120-3062-423-10-44 Detention Officers to 120-3062-423-30-33 Meals for inmate meals due to increased population.

Chief John Shauberger

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET AMENDMENT

DATE: SEPTEMBER 22, 2026

The following budget amendment for the 279th District Court is necessary for additional cost for indigent defense.

120-2038-412-5079	Juvenile Attorney Fees $ 50,000	
120-9999-415-9999	Contingency	$50,000

JEFFERSON COUNTY SHERIFF'S OFFICE
Zena Stephens, Sheriff
1001 Pearl Street
Beaumont, TX 77701
(409) 835-8411

Donta Miller
Chief of Law Enforcement
donta.miller@jeffersoncountytx.gov

John Shauberger
Chief of Corrections
john.shauberger@jeffersoncountytx.gov

TO: Fran Lee
Jefferson County Auditing Department

FROM: Chief John Shauberger
Jefferson County Sheriff's Office

RE: Contingency Funds FY2027

DATE: October 5, 2026

Please consider and possibly approve a budget request for $25,582.90 from Contingency Funds. This is for the Snap-On Industrial tool box and tools to remain in FCC compliance. This is essential for the Aviation Unit. This item was previously approved in FY2026 account 120-3062-423-60-18, but due to unexpected delays was not received by September 30, 2026.

Chief John Shauberger

2027 Jefferson County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Jefferson County Commissioners Court has agreed that in the event of loss or misuse of the funds, Jefferson County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 13th day of October, 2026.

Jeff R. Branick
County Judge

Attest:

County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Order Setting the Amount of Mandatory Payments for the Jefferson County Health Care Provider Participation Program

The Jefferson County Commissioners Court, Jefferson County, Texas, during a regular session on the 13th day of October 2026, considered the following order:

WHEREAS, pursuant to Chapter 292D of the Health and Safety Code, Jefferson County participates in a county health care provider participation program, and established a Jefferson County Local Provider Participation Fund ("LPPF");

WHEREAS, the purpose of a county health care provider participation program is to generate revenue from a mandatory payment to be used to provide the nonfederal share of certain Medicaid programs;

WHEREAS, pursuant to Chapter 292D of the Health and Safety Code, the Jefferson County Commissioners Court authorized the county to collect a mandatory payment from each institutional health care provider located in the county; and

WHEREAS, the Jefferson County Commissioners Court intends that the amount of the mandatory payment for fiscal year 2027 for institutional health care providers should be separately 6.00% of the net patient revenue attributable to inpatient hospital services and 6% of the net patient revenue attributable to outpatient hospital services, and the revenue should be used for the purposes stated in section 292D.103(c) of the Health and Safety Code.

NOW THEREFORE, BE IT ORDERED that the Commissioners Court of Jefferson County:

1. Sets the amount of the FY 2027 mandatory payments for each institutional healthcare provider separately at 6.00% of the net patient revenue attributable to inpatient hospital services and 6% of the net patient revenue attributable to outpatient hospital services.

2. Authorizes using the funds collected through mandatory payments for the purposes specified in Section 292D.103(c) of the Health and Safety Code; and

3. Authorizes the Commissioners Court of Jefferson County to take all other actions necessary to meet the requirements of Chapter 292D of the Health and Safety Code.

Passed and approved this the 13th day of October 2026.

_____

Jeff Branick, County Judge

TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT AND ESTABLISHING ELIGIBILITY FOR THE 2027 HOME-DELIVERED MEAL GRANT PROGRAM

A resolution of the County of Jefferson(County) Texas, certifying that the County has awarded a monetary grant to Center for Christian Services_(Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

WHEREAS, the Organization intends to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

WHEREAS, the Program rules require an applicant organization to receive a cash grant from the county in which the home-delivered meal services are provided as a condition of eligibility for Program funding;; and

WHEREAS, the Program rules further require the County to approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has awarded a cash grant to the Organization in the amount of $7,000 for the purpose of supporting home-delivered meal services and satisfying the local grant requirement necessary for the Organization's eligibility to apply for funding under the 2027 Home-Delivered Meal Grant Program. The grant shall be paid and utilized during the period beginning

1 of October 2026 and the 30 of September 2027

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets applicable financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 13 day of October, 2026.

_____

Signature of Authorized Official of the County

Jeff Branick, County Judge

Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

Updated July 2026

TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT AND ESTABLISHING ELIGIBILITY FOR THE 2027 HOME-DELIVERED MEAL GRANT PROGRAM

A resolution of the County of Jefferson(County) Texas, certifying that the County has awarded a monetary grant to Nutrition & Services for Seniors_(Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

WHEREAS, the Organization intends to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

WHEREAS, the Program rules require an applicant organization to receive a cash grant from the county in which the home-delivered meal services are provided as a condition of eligibility for Program funding;; and

WHEREAS, the Program rules further require the County to approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has awarded a cash grant to the Organization in the amount of $80,000 for the purpose of supporting home-delivered meal services and satisfying the local grant requirement necessary for the Organization's eligibility to apply for funding under the 2027 Home-Delivered Meal Grant Program. The grant shall be paid and utilized during the period beginning

1 of October 2026 and the 30 of September 2027

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets applicable financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 13 day of October, 2026.

_____

Signature of Authorized Official of the County

Jeff Branick, County Judge

Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

Updated July 2026

Jefferson County

Precinct Four

Everette "Bo" Alfred
Commissioner

P. O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 Phone
https://jeffersoncountytx.gov/prct4/index.html

MEMO

TO: Ms. Rebekah Patin, Auditing

FROM: Commissioner Everette Alfred EA/NR

DATE: October 6, 2026

RE: **2026 – 2027 Blanket Purchase Orders / Requisitions**

Please review the enclosed data regarding funds normally spent from Precinct 4 Blanket Purchase Orders as compared to the initial amount placed in the 2026-2027 Blankets. Also find a quote from Doggett Heavy Machinery Services and an invoice from Gulf Coast Tire. I will visit with Fran Lee regarding this information.

Thank you.

EA/nr

Outlook

Blanket Issue

From Kevonte Brazier <Kevonte.Brazier@jeffersoncountytx.gov>
Date Tue 10/6/2026 9:36 AM
To Natalie Roberts <Natalie.Roberts@jeffersoncountytx.gov>

- Cintas - Blanket Amount $625.00 114-0402-431-5077
  - For the Month of October, we will receive 5 invoices, with each invoice totaling to $168.00. This will have this month total to $840.00 for October. ~~50~~ OK
  - For the Month of November, we will get 4 invoices, so that total will be $672.00.
- Southeast Texas Water - Blanket Amount $50.00 114-~~0402~~ 0405-431-~~5077~~ 4057
  - Each month we get 2 water replacement deliveries. Each deliver has had up to (6-8) 5-Gallon Bottles of water replaced. Each bottle cost $8.50, a delivery charge for $5.00, and if cups are needed, they are $24.95 per roll. Also, each mother there is a cooler fee of $12.95. In the month of September, we spent $141.95 on Water and the monthly fee. OK
- Gulf Coast Tire - Blanket Amount $350.00 114-0405-431-3083
  - There is a invoice for a tire we received that is $1,172.00. There is also a need to get some tires on the Crew Truck B-19 and Mr. Zachary's Truck B-20. Last time we got tires for B-20 the tires and labor cost $2,470.00
- Spidle & Spidle (Gas) - Blanket Amount $1750.00 114-0405-431-3037 OK
  - The last invoice we received for Gas Fuel in September totaled up to $2,384.52
- Spidle & Spidle (Diesel) - Blanket Amount $2100.00 114-0405-431-3034
  - The last invoice I received for Diesel Fuel in September totaled up to $6,044.98

Kevonte Brazier
Senior Secretary
Commissioner "Bo" Alfred
Jefferson County Pct. 4
409-434-5400

DOGGETT
Doggett Heavy Machinery Services
www.doggett.com

Remit Doggett Internal Invoices to:
Doggett Heavy Machinery Services
PO Box 208602
Dallas, TX 75320-8602
See invoice details for Deere PowerPlan invoices

Houston, TX 77037 (713) 679-6700
Beaumont, TX 77705 (409) 842-1754
Katy, TX 77494 (713) 679-6700
Bryan, TX 77806 (979) 823-1905
Corpus Christi, TX 78405 (361) 289-0727
San Juan, TX 78589 (956) 787-0001
Victoria, TX 77905 (361) 570-6666

SHIP TO:	JEFFERSON CO PCT 4 2205 W FLORIDA AVE BEAUMONT, TX +30.0347998, -94.1077842	Branch: BEAUMONT TX		
		Date: 09/16/26	Time: 07:51:14 (O)	Page: 01
		Account No.: 98250	Phone No.:	Invoice No.: M54657
INVOICE TO:	DOGGETT INT RENT, NON-DRS HOUSTON HOUSTON TX 70815	Ship Via:	Purchase Order: REVIEW SHOP	
		Sales Tax License No.:	F.S.T. ID:	
			Salesperson: AV1	

DESCRIPTION

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
TNX12323	320P BACKHOE CAB 4	15	1T0320PACSFX12323	01/01/75	
142745	320P		PE4045U222866	01/01/75	

SEGMENT# 1 S TECH NA 09/08/26 09/08/26 09/15/26
RENTAL RETURN INSPECTION
CORRECTION:
09-08-26 | TECH H0766 | X HOURS | UNIT #: X
-PERFORM RENTAL RETURN INSPECTION
-VERIFIED NO ACTIVE OR STORED CODES ON MACHINE
-VERIFIED FLUID LEVELS
-CHECKED MACHINE FUNCTIONS
-INSPECTED CYLINDERS
-CHECKED MACHINE FOR LEAKS
-ISSUES FOUND INCLUDE:
+FRONT GRILLE BENT

PRECINCT 4
OCT 15 REC'D

LABOR 292.50
46227643 SEGMENT TOTAL==> 292.50

SEGMENT# 2 S TECH NA 09/08/26 09/08/26 09/15/26
CUSTOMER DAMAGE FRONT GRILLE
CORRECTION:
09-14-26 | TECH H0766 | 15 HOURS | UNIT #: X
-RAISED LOADER BOOM TO ACCESS FRONT GRILLE
-UNBOLTED AND REMOVED FRONT GRILLE
-REMOVED AND TRANSFERED DUST COVERS TO NEW FRONT GRILLE
-INSTALLED NEW FRONT GRILLE ON MACHINE
-LOWERED LOADER BOOM
-SEGMENT COMPLETE.

AT514920	FRONT GRILLE	1 M	565.38	565.38
STRCC	DALLAS FREIGHT	1	60.00	60.00
			PARTS	625.38
			LABOR	195.00

CONTINUED ON PAGE 02

Received By_____

TERMS: Due and payable on receipt of invoice. All unpaid invoices greater than 30 days from the invoice date are subject to late fee and finance charge on the unpaid balance. Buyer will pay all costs of collection of delinquent accounts including reasonable attorney fees

DOGGETT
Doggett Heavy Machinery Services
www.doggett.com

Remit Doggett Internal Invoices to:
Doggett Heavy Machinery Services
PO Box 208602
Dallas, TX 75320-8602
See Invoice details for Deere PowerPlan Invoices

Houston, TX 77037 (713) 679-6700
Beaumont, TX 77705 (409) 842-1754
Katy, TX 77494 (713) 679-6700
Bryan, TX 77806 (979) 823-1905
Corpus Christi, TX 78405 (361) 289-0727
San Juan, TX 78589 (956) 787-0001
Victoria, TX 77905 (361) 570-6666

SHIP TO:	JEFFERSON CO PCT 4 2205 W FLORIDA AVE BEAUMONT, TX +30.0347998, -94.1077842	Branch: BEAUMONT TX		
		Date: 09/16/26	Time: 07:51:14 (O)	Page: 02
		Account No.: 98250	Phone No.	Invoice No.: M54657
INVOICE TO:	DOGGETT INT RENT, NON-DRS HOUSTON HOUSTON TX 70815	Ship Via	Purchase Order: REVIEW SHOP	
		Sales Tax License No.	F.S.T. ID	
			Salesperson: AV1	

DESCRIPTION

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
TNX12323	320P BACKHOE CAB 4	15	1T0320PACSFX12323	01/01/75	
142745	320P		PE4045U222866	01/01/75	
	56403643		SEGMENT TOTAL==>		820.38

****** WORK ORDER TOTALS ******

	INTERNAL	CUSTOMER
PARTS	625.38	
LABOR	487.50	
ENVIRON. CHARGE	31.68	
SHOP SUPPLIES	53.62	
INTERNAL TOTAL	1198.18	

Received By_____

TERMS: Due and payable on receipt of invoice. All unpaid invoices greater than 30 days from the invoice date are subject to late fee and finance charge on the unpaid balance. Buyer will pay all costs of collection of delinquent accounts including reasonable attorney fees

R.B. Everett & Co.
8211 Red Bluff Rd.
Pasadena, Texas 77507
Phone No.: 281-991-8161
Fax No.: 281-991-5967

Service Quote

Sales Order Number: WQ-13052
Sales Order Date: 09/22/26
Page: 1

114-0405.431.4018

Sold
To: JEFFERSON COUNTY PRECT 4

Kevonte.Brazier@jeffcotx.us
BEAUMONT, TX 77701

Ship
To: JEFFERSON COUNTY PRECT 4

Kevonte.Brazier@jeffcotx.us
BEAUMONT, TX 77701

Ship Via		Customer ID	34800
Ship Date	09/22/26	P.O. Number	
Due Date	09/22/26	P.O. Date	09/22/26
Terms	Payable on Receipt	Work Shop No.	R8953
Brief Desc	DL220-5 WHEEL LOADER	SalesPerson	Dayne Hobbs
		Machine Hours	0

Boyt Service Center

SEP 23 2026

Received

Fault Comments

DL220-5 - S/N DHKCWLCXEL5050290 - R8953
CUSTOMER: JEFFERSON COUNTY PCT 4 - MILTON ZACHARY 409-273-3438
LOCATION: 8211 RED BLUFF RD PASADENA, TX 77507
COMPLAINT: CUSTOMER STATES THE UNIT MIGHT BE HAVING AN ISSUE WITH THE LOCK & BREAK SYSTEM. THEY STATED THE BREAKS WILL NOT RELEASE.
THIS QUOTE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE PARTS OR MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORSEEN PROBLEMS ARISE AFTER THE WORK HAS STARTED. FREIGHT IS AN ESTIMATE ONLY - ACTUAL FREIGHT WILL BE CHARGED.
IF YOU HAVE ANY QUESTIONS PLEASE CALL OUR OFFICE 346-223-5377

Items Ordered

Item No.	Description	Unit	Quantity	Unit Price	Total Price
S2211666	BOLT,HEX SOCKET M10 X 16 I826	Each	1	6.80	6.80
180-00408	RING,O I826	Each	1	6.88	6.88
120705-01342	SCREW I826	Each	1	15.81	15.81
SS	Materials & Supplies	Each	1	50.00	50.00
300715-00206	COIL,SOLENOID I826	Each	1	193.87	193.87
SAH	Shipping and Handling	Each	1	250.00	250.00
120808-00069	WASHER I826	Each	1	305.08	305.08
WALT	Service Labor	Hour	5	235.00	1,175.00
130104-00036	BRAKE ASSY,PARKING I826	Each	1	2,936.18	2,936.18

R.B. Everett & Co.
8211 Red Bluff Rd.
Pasadena, Texas 77507
Phone No.: 281-991-8161
Fax No.: 281-991-5967

Service Quote

Sales Order Number: WQ-13052
Sales Order Date: 09/22/26
Page: 2

Sold
To: JEFFERSON COUNTY PRECT 4

Kevonte.Brazier@jeffcotx.us
BEAUMONT, TX 77701

Ship
To: JEFFERSON COUNTY PRECT 4

Kevonte.Brazier@jeffcotx.us
BEAUMONT, TX 77701

Ship Via	
Ship Date	09/22/26
Due Date	09/22/26
Terms	Payable on Receipt
Brief Desc	DL220-5 WHEEL LOADER

Customer ID	34800
P.O. Number	
P.O. Date	09/22/26
Work Shop No.	R8953
SalesPerson	Dayne Hobbs
Machine Hours	0

Boyt Service Center

SEP 23 2026

Received

Printed Name: _____ Signature: _____ Date: _____

Sales Tax Breakdown:	Subtotal:	4,939.62
	Invoice Discount:	0.00
	Total Sales Tax:	0.00
	Total:	4,939.62

* EXCEEDS 1/12 *

PI611U02 JEFFERSON COUNTY, TEXAS 10/01/26
Purchase Requisition Approval - COUNTY FUNDS 110-125 15:42:18

Requisition number . : 0000104121
Type . . . . . : 1 PURCHASE REQUISITION
Reason . . . . . : REPAIRS TO UNIT E-12
By . . . . . : KEVONTE BRAZIER
Date . . . . . : 10/01/26
Vendor#/name . . . . : 50660 RB EVERETT & COMPANY, INC.
Buyer . . . . . :
Contract nbr . . . . :
Ship to . . . . . : P4 R&B #4 - SERVICE CENTER
Deliver by date . . . : 10/15/27
Fiscal year code . . : C C=Current year, P=Previous year, F=Future year
Type options, press Enter.
5=Display 8=Item extended description

Opt	Line#	Quantity	UOM	Description
_	1	1.00	EA	BOLT, HEX SOCKET M10 X 16 I826
_	2	1.00	EA	RING, O I826
_	3	1.00	EA	SCREW I826

COMMENTS EXIST Total: 4689.62

F3=Exit F7=Alternate view F9=Approve
F10=Approval history F11=Cancel req F12=Cancel F24=More keys

this agenda item

IM-0405-431-4018

30K

2500

104102 200 → 800 aluminum OM blankets

104109 600

- Note -

GULF COAST TIRE

66522

len Road
365
t, TX 77707
ire@hotmail.com

www.GulfCoastTireService.com

(409) 454-0557 24hr

CT- PC4	DATE 10-1-26	REF#	
	P.O.#	LABOR BY DW	
CELL#	FAX#	LIC.#	
TRUCK# EB-	TRAILER#	VIN#	

DESCRIPTION OF PARTS OR MATERIALS		AMOUNT	
D SERVICE (LOCATION)		95	00
INT L- Front			
MOUNT		150	00
REPAIR			
EEL SWITCH			
ANCES			
M- O-RING		25	00
E 17.5 - 25 - 6PLY - 1		88	00
E OR MUD FLAP			
OR			
EAGE $1.00 PER MILE			
# E-1	TIRE DISPOSAL	20	00
	TOTAL MATERIAL		
Boyt Service Center L-Steer	TOTAL LABOR		
	SHOP & SERVICE SUPPLIES		
	FUEL SURCHARGE		
	TAX		
	CC HANDLING FEE		
OCT 01 2026	TOTAL AMOUNT	1172	00

Received

TIME END

METHOD OF PAYMENT: CASH CHECK CALL

CREDIT CARD: MC VISA AX DC

ED TO BE RETORQUED AFTER FIFTY MILES TO INSURE TIGHTNESS. (NO GUARANTEE ON USED TIRES OR RIMS) WE ARE NOT RESPONSIBLE FOR MAGES BEYOND OUR CONTROL.

Pay from this Copy
No other invoice to Follow

Walter Gore 10/1/26

BY Rodney Johnson
(PRINT) (SIGN)

TERMS - DUE UPON RECEIPT

Outlook

Fund Transfer To Cover Remaining Travel Expense (CTAT Conference)

From Clint Turner <Clint.Turner@jeffersoncountytx.gov>
Date Tue 10/6/2026 12:25 PM
To Fran Lee <Fran.Lee@jeffersoncountytx.gov>; Tim Funchess <Jonathan.Funchess@jeffersoncountytx.gov>

Fran, FY26

I know you want me to send you the form for the remaining travel expense for Tim, but I wanted to check with you on whether the following Fund Transfer verbiage sounds correct.

Transfer ~~$254.98~~ $255

FROM: FY2026 120-1017-415.30.78 (Office Supplies)

TO: FY2026 120-1017-415.50-62 (Travel Expenses)

To cover remaining travel expense for CTAT Conference September 21st – September 24th, 2026

Thanks,
Clint Turner
Chief Deputy Treasurer
Jefferson County Treasurer's Office
409-835-8510

NAME	AMOUNT	CHECK NO.678	TOTAL
JURY FUND			
DAWN DONUTS	87.00	543721	
			87.00**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	8,003.58	543607	
BEAUMONT TRACTOR COMPANY	8,675.00	543613	
RB EVERETT & COMPANY, INC.	27,299.36	543624	
M&D SUPPLY	1,886.89	543639	
ACE IMAGEWEAR	25.44	543646	
SMARTS TRUCK & TRAILER INC	866.72	543647	
SOUTHERN TIRE MART, LLC	2,097.28	543656	
TRAILER HITCH DEPOT	3,490.80	543662	
ADVANCE AUTO PARTS	920.19	543705	
MARTIN MARIETTA MATERIALS	21,382.05	543719	
EQUIPMENTSHARE.COM, INC	7,238.65	543749	
ODP BUSINESS SOLUTIONS, LLC	21.99	543765	
			81,907.95**
ROAD & BRIDGE PCT.#2			
APPLIED INDUSTRIAL TECH	16.55	543612	
BETA TECHNOLOGY	1,051.92	543614	
CERTIFIED LABORATORIES	587.00	543615	
CITY OF NEDERLAND	50.09	543619	
M&D SUPPLY	162.21	543639	
RITTER @ HOME	653.08	543644	
SETZER HARDWARE, INC.	107.99	543645	
ACE IMAGEWEAR	20.76	543646	
CDW COMPUTER CENTERS, INC.	102.25	543658	
BUMPER TO BUMPER	483.89	543684	
TEMPERATURE TECHNICIAN	289.95	543724	
WAUKESHA-PEARCE INDUSTRIES LLC	593.34	543729	
CY-FAIR TIRE	88.80	543740	
AMAZON CAPITAL SERVICES	2,534.88	543771	
TEXAS MATERIALS	9,848.25	543783	
			16,590.96**
ROAD & BRIDGE PCT. # 3			
TRANTEX, INC.	6,822.00	543659	
INTERSTATE ALL BATTERY CENTER - BMT	1,393.60	543691	
LANDRY SUPPLY LLC OF LAKE CHARLES	252.46	543802	
			8,468.06**
ROAD & BRIDGE PCT.#4			
CINTAS, INC.	168.00	543616	
CITY OF BEAUMONT - WATER DEPT.	25.18	543617	
ENTERGY	1,735.21	543632	
CINTAS CORPORATION	112.86	543726	
O'REILLY AUTO PARTS	385.52	543735	
GULF COAST	263.25	543743	
GULF COAST TIRE AND WHEEL	155.00	543803	
			2,845.02**
ENGINEERING FUND			
VERIZON WIRELESS	111.66	543665	
MICHELLE FALGOUT	50.00	543752	
ODP BUSINESS SOLUTIONS, LLC	652.06	543765	
			813.72**
PARKS & RECREATION			
ENTERGY	222.95	543632	
M&D SUPPLY	170.31	543639	
RITTER @ HOME	802.99	543644	
SETZER HARDWARE, INC.	18.87	543645	
AMAZON CAPITAL SERVICES	59.98	543771	
			1,275.10**
GENERAL FUND			
TAX OFFICE			
ACE IMAGEWEAR	44.70	543646	
UNITED STATES POSTAL SERVICE	1,085.30	543670	

NAME	AMOUNT	CHECK NO. 679	TOTAL
ODP BUSINESS SOLUTIONS, LLC	1,839.57	543765	
			2,969.57*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	1,095.00	543640	
UNITED STATES POSTAL SERVICE	11.70	543670	
BAPTIST PHYSICIAN NETWORK	518.00	543671	
BLUE TRITON BRANDS INC	144.45	543788	
			1,769.15*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	11.14	543670	
			11.14*
COUNTY CLERK			
FED EX	32.92	543628	
UNITED STATES POSTAL SERVICE	766.65	543670	
ODP BUSINESS SOLUTIONS, LLC	793.72	543765	
			1,593.29*
COUNTY JUDGE			
REGINA BELL	500.00	543604	
GERMER PLLC	500.00	543660	
UNITED STATES POSTAL SERVICE	28.44	543670	
MONTGOMERY COUNTY CLERK	425.00	543703	
CARRIER LAW GROUP PC	500.00	543748	
			1,953.44*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	112.65	543670	
AMAZON CAPITAL SERVICES	979.40	543771	
			1,092.05*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	425.56	543670	
TIM FUNCHESS	751.22	543694	
CLINTON TURNER	830.65	543781	
			2,007.43*
PRINTING DEPARTMENT			
BOSWORTH PAPERS	3,425.00	543750	
			3,425.00*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	21.78	543670	
			21.78*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	80.00	543638	
			80.00*
DATA PROCESSING			
ODP BUSINESS SOLUTIONS, LLC	103.08	543765	
AMAZON CAPITAL SERVICES	986.54	543771	
			1,089.62*
VOTERS REGISTRATION DEPT			
THE EXAMINER	380.00	543625	
UNITED STATES POSTAL SERVICE	1,204.19	543670	
			1,584.19*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	45.85	543670	
AT&T MOBILITY	602.52	543720	
ODP BUSINESS SOLUTIONS, LLC	421.55	543765	
AMAZON CAPITAL SERVICES	30.38	543771	
			1,100.30*
DISTRICT ATTORNEY			
FED EX	9.22	543627	
JEFFERSON CTY. BAR ASSOCIATION	4,420.00	543636	
JAMES ARCENEAUX	100.64	543666	
UNITED STATES POSTAL SERVICE	256.83	543670	

NAME	AMOUNT	CHECK NO.[680]	TOTAL
CHRISTOPHER CADENA	581.16	543685	
PRESTON KOBY HOFFPAUIR	1,102.07	543697	
KATHLEEN KENNEDY	995.71	543711	
QUENTIN PRICE	995.71	543731	
ODP BUSINESS SOLUTIONS, LLC	3,114.67	543765	
MITRATECH HOLDINGS INC	2,500.00	543794	
ROBERT HILTON	1,024.71	543808	
			15,100.72*
DISTRICT CLERK			
CASH ADVANCE ACCOUNT	883.84	543638	
UNITED STATES POSTAL SERVICE	1,238.96	543670	
ODP BUSINESS SOLUTIONS, LLC	41.04	543765	
AMAZON CAPITAL SERVICES	347.08	543771	
TREVIPAY	53.80	543791	
STACIE MUNSELLE	29.85	543807	
			2,512.49*
CRIMINAL DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	6,862.50	543611	
RENE MULHOLLAND	944.30	543655	
UNITED STATES POSTAL SERVICE	11.27	543670	
ROBERT K LOPER	69,923.00	543732	
LAURA LAWHON AND ASSOCIATES	1,033.30	543784	
			78,774.37*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	2.34	543670	
			2.34*
60TH DISTRICT COURT			
AMAZON CAPITAL SERVICES	11.48	543771	
BLUE TRITON BRANDS INC	84.43	543786	
			95.91*
252ND DISTRICT COURT			
MIKE VAN ZANDT	8,750.00	543654	
UNITED STATES POSTAL SERVICE	24.03	543670	
LAURIE PEROZZO	3,700.00	543692	
ODP BUSINESS SOLUTIONS, LLC	65.98	543765	
SONNY ECKHART	800.00	543793	
			13,340.01*
279TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	55.38	543670	
ODP BUSINESS SOLUTIONS, LLC	105.76	543765	
THE LAW OFFICE OF CHRISTY L CAUTHEN	44.00	543778	
JULIANNA NICKS	1,287.00	543779	
			1,492.14*
317TH DISTRICT COURT			
LAIRON DOWDEN, JR.	650.00	543622	
CHARLES ROJAS	325.00	543661	
JOEL WEBB VAZQUEZ	1,050.00	543682	
			2,025.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	207.45	543670	
THOMSON REUTERS-WEST	137.38	543707	
			344.83*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	98.57	543670	
			98.57*
JUSTICE COURT-PCT 2			
THOMSON REUTERS-WEST	137.38	543707	
			137.38*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	101.34	543670	
BLUE TRITON BRANDS INC	50.96	543787	
			152.30*
COUNTY COURT AT LAW NO.1			

NAME	AMOUNT	CHECK NO.[681]	TOTAL
UNITED STATES POSTAL SERVICE	17.16	543670	
THOMSON REUTERS-WEST	221.00	543707	
			238.16*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	875.00	543605	
DAVID GROVE	350.00	543608	
MARVA PROVO	350.00	543643	
CHARLES ROJAS	350.00	543661	
UNITED STATES POSTAL SERVICE	8.58	543670	
LANGSTON ADAMS	1,200.00	543676	
JOEL WEBB VAZQUEZ	350.00	543682	
JENNIFER DELAGE	350.00	543727	
THE LAW OFFICE OF CHRISTY L CAUTHEN	750.00	543778	
PRICE PLLC	700.00	543797	
			5,283.58*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	350.00	543605	
A. MARK FAGGARD	350.00	543626	
MARVA PROVO	1,550.00	543643	
JENNIFER DELAGE	2,150.00	543727	
			4,400.00*
COURT MASTER			
KENT W JOHNS	1,000.00	543696	
ODP BUSINESS SOLUTIONS, LLC	278.62	543765	
LINDOL BRUCE GREGORY	2,650.00	543798	
			3,928.62*
COMMUNITY SUPERVISION			
BOSWORTH PAPERS	411.08	543750	
ODP BUSINESS SOLUTIONS, LLC	1,282.13	543765	
			1,693.21*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	37.19	543619	
FED EX	28.58	543629	
W.W. GRAINGER, INC.	777.40	543631	
UNITED STATES POSTAL SERVICE	4,587.96	543670	
FIVE STAR FEED	627.70	543679	
RITA HURT	2,600.00	543701	
GALLS LLC	3,338.76	543713	
NEIGHBORHOOD VETERINARY CENTERS LLC	2,097.80	543755	
CHARTER COMMUNICATIONS	130.68	543757	
WAVE SOLUTIONS LLC	2,055.00	543761	
ODP BUSINESS SOLUTIONS, LLC	850.23	543765	
AMAZON CAPITAL SERVICES	317.51	543771	
			17,448.81*
CRIME LABORATORY			
FISHER SCIENTIFIC	4,059.98	543630	
VERIZON WIRELESS	37.99	543663	
THREADS	296.00	543667	
AIRGAS USA, LLC	150.57	543736	
			4,544.54*
JAIL - NO. 2			
BOB BARKER CO., INC.	8,931.15	543610	
W.W. GRAINGER, INC.	195.42	543631	
ENTERGY	48,505.37	543632	
SMITHS DETECTION, INC	2,141.00	543704	
CONSTELLATION NEWENERGY - GAS DIVIS	1,634.81	543706	
GALLS LLC	812.35	543713	
3L PRINTING COMPANY	280.00	543725	
TRINITY SERVICES GROUP INC	59,248.36	543742	
ODP BUSINESS SOLUTIONS, LLC	538.79	543765	
AMAZON CAPITAL SERVICES	429.99	543771	
GUARDIAN RFID	353.25	543775	
LONE STAR PRISONER TRANSPORT INC	1,028.20	543780	
TEK84 INC	3,600.00	543796	
			127,698.69*
JUVENILE PROBATION DEPT.			

NAME	AMOUNT	CHECK NO.[682]	TOTAL
UNITED STATES POSTAL SERVICE	5.90	543670	
SHAQUITTA MITCHELL	157.32	543777	
APRIL ANTWINE	281.36	543801	
			444.58*
JUVENILE DETENTION HOME			
AAA LOCK & SAFE	1,070.00	543602	
HB NEILD AND SONS INC	14,860.00	543641	
BEN E KEITH COMPANY	4,353.08	543681	
			20,283.08*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	195.73	543670	
			195.73*
CONSTABLE-PCT 2			
HERNANDEZ OFFICE SUPPLY, INC.	3,341.84	543633	
			3,341.84*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	15.98	543670	
GALLS LLC	99.75	543713	
			115.73*
CONSTABLE PCT. 8			
TND WORKWEAR CO LLC	308.85	543728	
COTTON CARGO	48.00	543741	
SENTINEL SUPPLY	168.99	543804	
			525.84*
AGRICULTURE EXTENSION SVC			
UNITED STATES POSTAL SERVICE	73.32	543670	
TYLER FITZGERALD	475.00	543738	
HALLEE M SMITH	708.63	543754	
AMAZON CAPITAL SERVICES	483.10	543771	
TREVIPAY	400.71	543791	
			2,140.76*
MOBILE UNIT			
KAYLEE BENNETT	229.38	543745	
			229.38*
HEALTH AND WELFARE NO. 1			
UNITED STATES POSTAL SERVICE	234.41	543670	
EZEA D EDE MD	444.00	543747	
			678.41*
HEALTH AND WELFARE NO. 2			
VECTOR SECURITY	135.99	543733	
EZEA D EDE MD	444.00	543747	
CHARTER COMMUNICATIONS	225.93	543759	
CHARTER COMMUNICATIONS	170.89	543760	
AMAZON CAPITAL SERVICES	484.03	543771	
			1,460.84*
ENVIRONMENTAL CONTROL			
TND WORKWEAR CO LLC	85.90	543728	
NATIONAL ENVIRONMENTAL HEALTH ASSOC	480.00	543753	
ODP BUSINESS SOLUTIONS, LLC	449.25	543765	
			1,015.15*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	7,744.39	543709	
ODP BUSINESS SOLUTIONS, LLC	1,029.74	543765	
			8,774.13*
EMERGENCY MANAGEMENT			
LOWE'S HOME CENTERS, INC.	283.80	543674	
AMAZON CAPITAL SERVICES	220.40	543771	
			504.20*
MAINTENANCE-BEAUMONT			
JOHNSTONE SUPPLY	1,567.23	543609	

NAME	AMOUNT	CHECK NO. 683	TOTAL
CITY OF BEAUMONT - WATER DEPT.	19,961.92	543617	
ECOLAB	286.86	543623	
W.W. GRAINGER, INC.	410.47	543631	
ENTERGY	7,934.43	543632	
M&D SUPPLY	737.17	543639	
ACE IMAGEWEAR	256.22	543646	
TRIANGLE ENGINE DIST.	276.99	543651	
SOLAR	1,330.07	543673	
LOWE'S HOME CENTERS, INC.	853.10	543674	
BAKER DISTRIBUTING COMPANY	334.74	543680	
SHERWIN-WILLIAMS	677.24	543690	
A1 FILTER SERVICE COMPANY	911.40	543700	
CARRIER ENTERPRISE LLC	631.87	543708	
CAT5 RESOURCES LLC	580.00	543712	
CINTAS CORPORATION	82.61	543726	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	120.40	543767	
VISUAL EDGE IT INC	1,173.96	543769	
SOUTHWESTERN PAINT&WALLPAPER CO INC	1,499.91	543772	
ABC SUPPLY INTERIORS INC	332.93	543806	
			39,959.52*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	1,191.38	543618	
AT&T	307.64	543648	
PARKER'S BUILDING SUPPLY	39.67	543768	
			1,459.35*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	177.51	543619	
ACE IMAGEWEAR	63.33	543646	
ODP BUSINESS SOLUTIONS, LLC	67.32	543765	
			308.16*
SERVICE CENTER			
ACTION AUTO GLASS	50.00	543606	
J.K. CHEVROLET CO.	1,600.63	543635	
PHILPOTT MOTORS, INC.	1,952.26	543642	
TATE & CO., INC.	775.00	543649	
FASTENAL	423.36	543657	
VOYAGER FLEET SYSTEM, INC.	36,418.66	543678	
BUMPER TO BUMPER	171.47	543684	
MIGHTY OF SOUTHEAST TEXAS	641.02	543698	
ADVANCE AUTO PARTS	1,015.82	543705	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	543714	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	543715	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	543716	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	543717	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	543718	
			43,085.72*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	15.39	543670	
			15.39*
			422,546.44**
MOSQUITO CONTROL FUND			
ADAPCO LLC	57,651.00	543603	
JACK BROOKS REGIONAL AIRPORT	2,596.45	543637	
SETZER HARDWARE, INC.	25.16	543645	
ACE IMAGEWEAR	85.65	543646	
SOUTHERN TIRE MART, LLC	1,596.80	543656	
TEXAS DEPARTMENT OF AGRICULTURE	75.00	543723	
TARGET SPECIALTY PRODUCTS	19,599.00	543730	
NUTRIEN AG SOLUTIONS, INC	11,602.80	543739	
CHARTER COMMUNICATIONS	96.21	543758	
ODP BUSINESS SOLUTIONS, LLC	349.07	543765	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	68.18	543767	
PARKER'S BUILDING SUPPLY	74.94	543768	
AMAZON CAPITAL SERVICES	101.29	543771	
MUCAS TIRE AND SERVICE NEDERLAND	51.50	543805	
			93,973.05**
SECURITY FEE FUND			

NAME	AMOUNT	CHECK NO.[684]	TOTAL
ALLIED UNIVERSAL SECURITY SERVICES	10,775.60	543744	
			10,775.60**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	206.00	543707	
			206.00**
ENVIRONMENTAL GRANTS/H20			
ULINE SHIPPING SUPPLY SPECIALI	2,022.88	543653	
CDW COMPUTER CENTERS, INC.	774.06	543658	
ODP BUSINESS SOLUTIONS, LLC	393.64	543765	
AMAZON CAPITAL SERVICES	1,121.80	543771	
			4,312.38**
GRANT A STATE AID			
TRANSFRVR	16,665.72	543789	
			16,665.72**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	216.26	543670	
REDWOOD TOXICOLOGY LABORATORY INC	280.91	543687	
JCCSC	178.00	543695	
			675.17**
DWI PRETRIAL DIVERSION			
BOSWORTH PAPERS	410.96	543750	
ODP BUSINESS SOLUTIONS, LLC	1,296.35	543765	
			1,707.31**
MISDEMEANOR PRE-TRIAL			
BOSWORTH PAPERS	410.96	543750	
ODP BUSINESS SOLUTIONS, LLC	1,296.35	543765	
			1,707.31**
COUNTY RECORDS MANAGEMENT			
TRIANGLE BLUE PRINT CO., INC.	1,285.00	543650	
TRIANGLE METALS, INC.	180.00	543652	
			1,465.00**
CJD SHERIFF GRANTS			
ADVANCED RESCUE SYSTEMS	9,910.00	543689	
			9,910.00**
J.P. COURTROOM TECH. FUND			
CDW COMPUTER CENTERS, INC.	78.96	543658	
			78.96**
HOTEL OCCUPANCY TAX FUND			
M&D SUPPLY	1.90	543639	
TRIANGLE BLUE PRINT CO., INC.	90.30	543650	
UNITED STATES POSTAL SERVICE	8.60	543670	
ALLIANCE MECHANICAL SERVICES	445.50	543683	
COUNTY HOME AND RANCH LP	399.99	543699	
A+ PRO-SCRIPTION	6,370.00	543702	
HOOPLA ADVERTISING	4,000.00	543722	
GEORGE WEST	19.76	543756	
ODP BUSINESS SOLUTIONS, LLC	481.35	543765	
AMAZON CAPITAL SERVICES	280.24	543771	
JENNINGS FIRST AID AND SAFETY	152.43	543795	
			12,250.07**
CRIME LAB FUNDING CJD			
CAYMAN CHEMICAL COMPANY	2,218.00	543693	
AIRGAS USA, LLC	273.91	543736	
			2,491.91**
COUNTY CLERK ELECTION CON			
COCOMO JOE'S	421.20	543620	
IMAGE 360 BEAUMONT	806.25	543734	
ROXANNE ACOSTA-HELLBERG	468.96	543774	
			1,696.41**
CAPITAL PROJECTS FUND			

NAME	AMOUNT	CHECK NO.[685]	TOTAL
PREFERRED FACILITIES GROUP-USA, LLC	93,068.43	543751	
AIRPORT FUND			93,068.43**
CINTAS, INC.	199.98	543616	
CITY OF NEDERLAND	411.32	543619	
CONSOLIDATED ELECTRICAL DIST INC.	18.50	543621	
TRIANGLE ENGINE DIST.	303.90	543651	
UNITED STATES POSTAL SERVICE	2.34	543670	
BELT SOURCE	41.01	543686	
GALLS LLC	81.93	543713	
TITAN AVIATION FUELS	147,832.02	543737	
ODP BUSINESS SOLUTIONS, LLC	210.28	543765	
AERO PERFORMANCE	348.48	543766	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	170.00	543767	
KEEL ENTERPRISES LLC	2,153.20	543776	
MOWERS MORE INC	180.31	543782	
HD SUPPLY FACILITIES MAINTENANCE	446.94	543792	
CLEVELAND ASPHALT PRODUCTS INC	14,992.57	543800	
LANDRY SUPPLY LLC OF LAKE CHARLES	57.71	543802	
SE TX EMP. BENEFIT POOL			167,450.49**
LANTERN SPECIALTY CARE	6,070.03	543785	
JUSTICE COURT SUPPORT FND			6,070.03**
ODP BUSINESS SOLUTIONS, LLC	783.86	543765	
LANGUAGE ACCESS FUND			783.86**
RUBEN ZAPATA	1,000.00	543773	
AMERICAN LANGUAGE SERVICES	390.00	543799	
ARPA CORONAVIRUS RECOVERY			1,390.00**
PREFERRED FACILITIES GROUP-USA, LLC	298,334.12	543751	
J C ASSISTANCE DISTRICT 4			298,334.12**
ENTERGY	11.54	543632	
MARINE DIVISION			11.54**
CITY OF NEDERLAND	26.20	543619	
W.W. GRAINGER, INC.	679.46	543631	
INTERSTATE BATTERIES OF BEAUMONT/PA	989.80	543634	
JACK BROOKS REGIONAL AIRPORT	910.34	543637	
MODICA BROS. TIRES & WHEELS	1,568.00	543672	
KIESCHNICK INDUSTRIES, INC.	990.00	543675	
MUNRO'S SAFETY APPAREL, LLC	51.90	543677	
THE DINGO GROUP-PETE JORGENSON MARI	315.99	543688	
THE AUDIO EDGE	820.00	543710	
GALLS LLC	95.00	543713	
BOEING DISTRIBUTION, INC	24.98	543746	
A1 TINT AND ACCESSORIES INC	374.00	543790	
SHERIFF-SPINDLETOP GRANT			6,845.67**
VERIZON WIRELESS	114.39	543664	
			114.39**
			1,266,517.67***

NAME	AMOUNT	CHECK NO. 686	TOTAL
JURY FUND			
CHAPMAN VENDING	77.85	544026	
			77.85**
ROAD & BRIDGE PCT.#1			
M&D SUPPLY	22.59	543872	
FUNCTION 4 LLC	25.00	543993	
EQUIPMENTSHARE.COM, INC	1,569.10	544024	
FUNCTION 4 LLC	95.00	544073	
			1,711.69**
ROAD & BRIDGE PCT.#2			
ENTERGY	332.86	543859	
MUSTANG CAT	1,462.28	543875	
SETZER HARDWARE, INC.	26.50	543891	
ACE IMAGEWEAR	20.76	543892	
AT&T	40.00	543900	
TRI-CITY FASTENER & SUPPLY	100.60	543905	
W. JEFFERSON COUNTY M.W.D.	164.94	543906	
LOWE'S HOME CENTERS, INC.	751.60	543939	
BUMPER TO BUMPER	1,830.52	543947	
NEW WAVE WELDING TECHNOLOGY	820.65	543953	
FUNCTION 4 LLC	25.00	543993	
CY-FAIR TIRE	401.86	544010	
TEXAS MATERIALS	3,245.40	544058	
FUNCTION 4 LLC	95.00	544073	
			9,317.97**
ROAD & BRIDGE PCT. # 3			
FARM & HOME SUPPLY	17.23	543854	
ENTERGY	554.68	543859	
INTERSTATE BATTERIES OF BEAUMONT/PA	160.95	543864	
RITTER @ HOME	502.34	543886	
W. JEFFERSON COUNTY M.W.D.	31.12	543906	
WINDSTREAM	49.35	543951	
FUNCTION 4 LLC	50.00	543993	
FUNCTION 4 LLC	95.00	544073	
			1,460.67**
ROAD & BRIDGE PCT.#4			
ENTERGY	21.94	543859	
M&D SUPPLY	2,873.51	543872	
SANITARY SUPPLY, INC.	1,034.34	543888	
W. JEFFERSON COUNTY M.W.D.	158.45	543906	
EVERETT D ALFRED	175.75	543942	
FUNCTION 4 LLC	25.00	543993	
O'REILLY AUTO PARTS	305.49	544005	
GULF COAST	270.00	544011	
MASSEY SERVICES INC	100.00	544053	
AMERICAN WELDING AND GAS INC	150.53	544069	
FUNCTION 4 LLC	95.00	544073	
CLEVELAND ASPHALT PRODUCTS INC	6,385.29	544079	
			11,595.30**
ENGINEERING FUND			
FUNCTION 4 LLC	50.00	543993	
AMAZON CAPITAL SERVICES	481.00	544039	
FUNCTION 4 LLC	95.00	544073	
			626.00**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	115.96	543844	
ENTERGY	11.99	543859	
M&D SUPPLY	71.97	543872	
SETZER HARDWARE, INC.	6.90	543891	
W. JEFFERSON COUNTY M.W.D.	62.24	543906	
PROFESSIONAL TURF PRODUCTS LP	66.96	543966	
AMAZON CAPITAL SERVICES	336.20	544039	
			672.22**
GENERAL FUND			
TAX OFFICE			

NAME	AMOUNT	CHECK NO.687	TOTAL
PITNEY BOWES INC	351.00	543880	
SOUTHEAST TEXAS WATER	398.40	543897	
UNITED STATES POSTAL SERVICE	479.67	543933	
UNITED STATES POSTAL SERVICE	11.70	543934	
SOE SOFTWARE CORPORATION	17,000.00	543956	
FUNCTION 4 LLC	150.00	543993	
ODP BUSINESS SOLUTIONS, LLC	1,564.34	544034	
FUNCTION 4 LLC	475.00	544073	
			20,430.11*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	.78	543933	
FUNCTION 4 LLC	25.00	543993	
			25.78*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	44.95	543898	
UNITED STATES POSTAL SERVICE	30.84	543933	
FUNCTION 4 LLC	25.00	543993	
KATRENA THERIOT	73.04	544008	
DANNA O'QUINN	24.32	544027	
DANNA O'QUINN	28.88	544028	
ERICA BELL	90.44	544066	
MICHAYLA DAVIS	29.56	544067	
FUNCTION 4 LLC	155.00	544073	
CHRISTINA BOZEMAN	62.32	544074	
CARINA SAVOIE	5.32	544082	
			569.67*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	221.69	543933	
FUNCTION 4 LLC	75.00	543993	
FUNCTION 4 LLC	285.00	544073	
			581.69*
COUNTY JUDGE			
CAYLA CALAMIA	2,200.00	543841	
KEVIN PAULA SEKALY PC	500.00	543890	
UNITED STATES POSTAL SERVICE	.78	543933	
KIMBERLY PHELAN, P.C.	2,250.00	543949	
GREGORY LAW FIRM	500.00	543964	
MELISSA NAIL	392.85	543985	
FUNCTION 4 LLC	25.00	543993	
WALDEN LAW PLLC	500.00	544059	
FUNCTION 4 LLC	95.00	544073	
			6,463.63*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	13.86	543933	
FUNCTION 4 LLC	25.00	543993	
AMAZON CAPITAL SERVICES	6.99	544039	
FUNCTION 4 LLC	95.00	544073	
			126.87*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	270.41	543933	
FUNCTION 4 LLC	25.00	543993	
FUNCTION 4 LLC	95.00	544073	
			390.41*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	200.00	543993	
BOSWORTH PAPERS	6,458.40	544025	
AMAZON CAPITAL SERVICES	17.05	544039	
US BANK NATIONAL ASSOCIATION	122.12	544062	
FUNCTION 4 LLC	719.00	544073	
			7,482.47*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	20.71	543933	
FUNCTION 4 LLC	25.00	543993	
FUNCTION 4 LLC	120.00	544073	
			165.71*
GENERAL SERVICES			

NAME	AMOUNT	CHECK NO.[688]	TOTAL
CASH ADVANCE ACCOUNT	60.00	543867	
SPINDLETOP MHMR	39,959.42	543871	
SECOND AD JUD REGION	38,844.20	543889	
TEXAS WILDLIFE DAMAGE MGMT FUND	3,200.00	543902	
NATIONAL ASSN. OF COUNTIES	5,131.00	543909	
VERIZON WIRELESS	417.89	543930	
CROWN CASTLE INTERNATIONAL	2,121.78	543944	
RAPE & SUICIDE CRISIS OF SET, INC.	22,000.00	543955	
LJA ENGINEERING INC	1,882.50	543965	
FIBERLIGHT LLC	2,009.00	544022	
DEBTBOOK	12,656.56	544029	
TEX-21	20,000.00	544030	
CENTRALSQUARE TECHNOLOGIES LLC	155,758.01	544045	
3RD COAST LAWNCARE LLC	7,150.00	544049	
COMPSYCH CORPORATION	4,269.15	544083	
			315,459.51*
DATA PROCESSING			
TODD L. FREDERICK	412.68	543935	
FUNCTION 4 LLC	25.00	543993	
BRANDON TRAN	440.57	544070	
FUNCTION 4 LLC	95.00	544073	
			973.25*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	1,180.38	543933	
FUNCTION 4 LLC	25.00	543993	
FUNCTION 4 LLC	95.00	544073	
			1,300.38*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	7.40	543933	
FUNCTION 4 LLC	50.00	543993	
AMG PRINTING & MAILING LLC	8,132.35	543999	
FUNCTION 4 LLC	190.00	544073	
			8,379.75*
DISTRICT ATTORNEY			
FED EX	14.77	543856	
CASH ADVANCE ACCOUNT	30.00	543867	
RANDI A. KING	492.32	543868	
PATRICK KNAUTH	126.00	543870	
UNITED STATES POSTAL SERVICE	190.01	543933	
FUNCTION 4 LLC	125.00	543993	
ODP BUSINESS SOLUTIONS, LLC	265.59	544034	
FUNCTION 4 LLC	380.00	544073	
			1,623.69*
DISTRICT CLERK			
CASH ADVANCE ACCOUNT	883.84	543867	
POSTMASTER	750.00	543881	
UNITED STATES POSTAL SERVICE	500.77	543933	
CINTAS CORPORATION	37.86	543984	
FUNCTION 4 LLC	25.00	543993	
AERIALINK	289.02	544054	
FUNCTION 4 LLC	95.00	544073	
			2,581.49*
CRIMINAL DISTRICT COURT			
THOMAS J. BURBANK PC	9,406.25	543840	
UNITED STATES POSTAL SERVICE	31.32	543933	
LAURIE PEROZZO	2,250.00	543958	
TURK LAW FIRM	2,500.00	543969	
JENNIFER DELAGE	900.00	543987	
FUNCTION 4 LLC	50.00	543993	
RAEGAN MINALDI	400.00	544051	
FUNCTION 4 LLC	190.00	544073	
			15,727.57*
58TH DISTRICT COURT			
FUNCTION 4 LLC	25.00	543993	
			25.00*
60TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.689	TOTAL
FUNCTION 4 LLC	25.00	543993	
AMAZON CAPITAL SERVICES	544.85	544039	
FUNCTION 4 LLC	95.00	544073	
			664.85*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	30.72	543933	
FUNCTION 4 LLC	25.00	543993	
FUNCTION 4 LLC	95.00	544073	
			150.72*
172ND DISTRICT COURT			
FUNCTION 4 LLC	25.00	543993	
MITCHELL TEMPLETON	293.00	544018	
FUNCTION 4 LLC	95.00	544073	
			413.00*
252ND DISTRICT COURT			
WENDELL RADFORD	800.00	543884	
UNITED STATES POSTAL SERVICE	51.16	543933	
JOEL WEBB VAZQUEZ	600.00	543946	
LAURIE PEROZZO	2,500.00	543958	
FUNCTION 4 LLC	50.00	543993	
FUNCTION 4 LLC	190.00	544073	
			4,191.16*
279TH DISTRICT COURT			
DAVID GROVE	363.00	543833	
PHILLIP DOWDEN	220.00	543837	
ANITA F. PROVO	5,351.50	543883	
NATHAN REYNOLDS, JR.	858.00	543885	
GERMER PLLC	4,587.00	543910	
DONEANE E. BECKCOM	880.00	543938	
LANGSTON ADAMS	1,100.00	543940	
JOEL WEBB VAZQUEZ	935.00	543946	
KIMBERLY PHELAN, P.C.	2,200.00	543949	
BRITTANIE HOLMES	330.00	543967	
BRYAN E MCEACHERN PC	187.00	543974	
JENNIFER DELAGE	5,940.00	543987	
FUNCTION 4 LLC	25.00	543993	
JULLIANA REYES	12,057.99	544004	
THE PARDUE LAW FIRM, PLLC	4,301.00	544017	
ALICIA K HALL PLLC	550.00	544019	
KELLEY BURNS	6,109.85	544035	
THE LAW OFFICE OF CHRISTY L CAUTHEN	7,454.05	544047	
JULIANNA NICKS	3,883.00	544048	
FUNCTION 4 LLC	95.00	544073	
			57,427.39*
317TH DISTRICT COURT			
PHILLIP DOWDEN	650.00	543837	
CATHERINE BRUNEY	350.00	543863	
MARVA PROVO	700.00	543882	
NATHAN REYNOLDS, JR.	325.00	543885	
GLEN M. CROCKER	325.00	543937	
FUNCTION 4 LLC	25.00	543993	
FUNCTION 4 LLC	95.00	544073	
			2,470.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	103.29	543933	
FUNCTION 4 LLC	25.00	543993	
AMAZON CAPITAL SERVICES	1,122.36	544039	
			1,250.65*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	36.41	543933	
FUNCTION 4 LLC	25.00	543993	
FUNCTION 4 LLC	95.00	544073	
			156.41*
JUSTICE COURT-PCT 2			
UNITED STATES POSTAL SERVICE	119.34	543934	
			119.34*
JUSTICE COURT-PCT 4			

NAME	AMOUNT	CHECK NO.690	TOTAL
TEXAS STATE UNIVERSITY SAN MARS	150.00	543899	
FUNCTION 4 LLC	25.00	543993	
FUNCTION 4 LLC	95.00	544073	
			270.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	54.75	543933	
FUNCTION 4 LLC	25.00	543993	
ODP BUSINESS SOLUTIONS, LLC	187.74	544034	
FUNCTION 4 LLC	95.00	544073	
			362.49*
JUSTICE COURT-PCT 7			
BEAUMONT ENTERPRISE	39.92	543850	
KIRKSEY'S SPRINT PRINTING	93.20	543869	
			133.12*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	82.19	543934	
FUNCTION 4 LLC	25.00	543993	
AMAZON CAPITAL SERVICES	99.89	544039	
FUNCTION 4 LLC	95.00	544073	
			302.08*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	3.90	543933	
FUNCTION 4 LLC	25.00	543993	
TINA M GRANGER	98.00	544065	
			126.90*
COUNTY COURT AT LAW NO. 2			
JOHN EUGENE MACEY	350.00	543873	
UNITED STATES POSTAL SERVICE	43.68	543933	
LANGSTON ADAMS	425.00	543940	
JOEL WEBB VAZQUEZ	700.00	543946	
LAURIE PEROZZO	3,425.00	543958	
JENNIFER DELAGE	2,250.00	543987	
FUNCTION 4 LLC	37.50	543993	
THE LAW OFFICE OF CHRISTY L CAUTHEN	350.00	544047	
FUNCTION 4 LLC	142.50	544073	
			7,723.68*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	350.00	543831	
THOMAS J. BURBANK PC	350.00	543840	
A. MARK FAGGARD	1,125.00	543852	
MARVA PROVO	350.00	543882	
SOUTHEAST TEXAS WATER	45.00	543896	
UNITED STATES POSTAL SERVICE	24.96	543933	
JOEL WEBB VAZQUEZ	350.00	543946	
FUNCTION 4 LLC	37.50	543993	
THE LAW OFFICE OF CHRISTY L CAUTHEN	775.00	544047	
FUNCTION 4 LLC	142.50	544073	
GALMOR STOVALL PLLC	775.00	544076	
			4,324.96*
COURT MASTER			
LAWRENCE E THORNE III	7,123.59	543959	
FUNCTION 4 LLC	25.00	543993	
FUNCTION 4 LLC	95.00	544073	
			7,243.59*
MEDIATION CENTER			
KARA HAWTHORN	203.88	543961	
FUNCTION 4 LLC	25.00	543993	
ODP BUSINESS SOLUTIONS, LLC	282.19	544034	
FUNCTION 4 LLC	95.00	544073	
			606.07*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	100.00	543993	
FUNCTION 4 LLC	380.00	544073	
			480.00*
SHERIFF'S DEPARTMENT			

NAME	AMOUNT	CHECK NO.691	TOTAL
FED EX	7.15	543857	
AT&T	113.09	543900	
TTPOA	200.00	543901	
UNITED STATES POSTAL SERVICE	3,039.22	543933	
MAYES WOOD FLOORING	3,175.00	543973	
GALLS LLC	107.40	543982	
FUNCTION 4 LLC	225.00	543993	
NEIGHBORHOOD VETERINARY CENTERS LLC	191.24	544031	
ODP BUSINESS SOLUTIONS, LLC	23.35	544034	
FUNCTION 4 LLC	855.00	544073	
			7,936.45*
CRIME LABORATORY			
THERMAL SCIENTIFIC, INC.	737.73	543903	
CERILLIANT	194.20	543941	
FUNCTION 4 LLC	25.00	543993	
CLEAN EARTH ENVIRONMENTAL SOLUTIONS	1,579.92	544014	
FUNCTION 4 LLC	95.00	544073	
PALMETTO AIR AND WATER BALANCE	770.00	544075	
			3,401.85*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	2,000.50	543828	
W.W. GRAINGER, INC.	105.80	543858	
ENTERGY	522.67	543859	
MAVERICK COMMUNICATIONS, INC.	12,991.92	543874	
SMITHS DETECTION, INC	113.72	543968	
THOMSON REUTERS-WEST	732.45	543971	
24 HR SAFETY LLC	51.00	543976	
A-1 MAIDA FENCE COMPANY	5,997.00	543981	
GALLS LLC	100.54	543982	
FUNCTION 4 LLC	200.00	543993	
AXON ENTERPRISE INC	2,230.00	543997	
MOORE-ALL TEX SUPPLY	2,356.30	544002	
LASALLE CORRECTIONS VI LLC	30,150.00	544006	
ODP BUSINESS SOLUTIONS, LLC	421.38	544034	
AMAZON CAPITAL SERVICES	122.58	544039	
LONE STAR PRISONER TRANSPORT INC	17,871.60	544050	
FUNCTION 4 LLC	755.00	544073	
AMMCO GREASE AND SEPTIC LLC	1,016.92	544077	
			77,739.38*
JUVENILE PROBATION DEPT.			
FED EX	106.35	543855	
LARONDA TURNER	305.52	543878	
CHERYL TARVER	91.20	543908	
SUMMER KENNERSON	192.28	543989	
FUNCTION 4 LLC	75.00	543993	
BRENDA WOOD	136.80	544023	
LAQUITA TORRES	91.20	544043	
NAKIA FOBBS	353.40	544052	
FUNCTION 4 LLC	190.00	544073	
			1,541.75*
JUVENILE DETENTION HOME			
BINSWANGER GLASS CO.	1,008.08	543839	
ENTERGY	7,179.81	543859	
HB NEILD AND SONS INC	3,563.41	543876	
BEN E KEITH COMPANY	4,117.26	543945	
FUNCTION 4 LLC	25.00	543993	
MASSEY SERVICES INC	84.44	544053	
FUNCTION 4 LLC	95.00	544073	
			16,073.00*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	37.44	543933	
FUNCTION 4 LLC	25.00	543993	
TEXAS ASSOCIATION OF COUNTIES	275.00	544001	
			337.44*
CONSTABLE-PCT 2			
SILSBEE FORD INC	771.62	543975	
FUNCTION 4 LLC	25.00	543993	

NAME	AMOUNT	CHECK NO.692	TOTAL
TND WORKWEAR CO LLC	1,168.95	543994	
ODP BUSINESS SOLUTIONS, LLC	487.65	544034	
AMAZON CAPITAL SERVICES	207.64	544039	
			2,660.86*
CONSTABLE-PCT 4			
FUNCTION 4 LLC	25.00	543993	
FUNCTION 4 LLC	95.00	544073	
			120.00*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	32.28	543933	
FUNCTION 4 LLC	25.00	543993	
ODP BUSINESS SOLUTIONS, LLC	101.34	544034	
EASTEX TACTICAL	60.00	544060	
FUNCTION 4 LLC	95.00	544073	
			313.62*
CONSTABLE PCT. 8			
FUNCTION 4 LLC	25.00	543993	
			25.00*
AGRICULTURE EXTENSION SVC			
MID COUNTY FARM & FEED SUPPLY	42.30	543954	
DAVID OATES	180.88	543983	
FUNCTION 4 LLC	25.00	543993	
TYLER FITZGERALD	34.20	544007	
CORENA N FITZGERALD	100.00	544009	
ODP BUSINESS SOLUTIONS, LLC	249.89	544034	
AMAZON CAPITAL SERVICES	250.49	544039	
FUNCTION 4 LLC	155.00	544073	
			1,037.76*
MOBILE UNIT			
MCKESSON MEDICAL-SURGICAL INC	2,162.95	543911	
			2,162.95*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	40.00	543836	
ENTERGY	210.00	543860	
MCKESSON MEDICAL-SURGICAL INC	1,979.61	543911	
UNITED STATES POSTAL SERVICE	55.58	543933	
FUNCTION 4 LLC	50.00	543993	
EZEA D EDE MD	350.00	544020	
EZEA D EDE MD	3,297.95	544021	
LISA WASHINGTON	414.20	544037	
FUNCTION 4 LLC	190.00	544073	
			6,587.34*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	900.00	543847	
ENTERGY	70.00	543861	
AT&T	48.02	543900	
CLAYBAR HAVEN OF REST	2,776.00	543931	
UNITED STATES POSTAL SERVICE	171.34	543934	
FUNCTION 4 LLC	75.00	543993	
EZEA D EDE MD	350.00	544020	
EZEA D EDE MD	3,297.95	544021	
FUNCTION 4 LLC	190.00	544073	
			7,878.31*
NURSE PRACTITIONER			
LESLIE RIGGS	90.36	543979	
FUNCTION 4 LLC	25.00	543993	
FUNCTION 4 LLC	95.00	544073	
			210.36*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC	25.00	543993	
RONDA CONLIN	79.00	544040	
A1 TINT AND ACCESSORIES INC	2,321.95	544063	
FUNCTION 4 LLC	95.00	544073	
			2,520.95*
INDIGENT MEDICAL SERVICES			

NAME	AMOUNT	CHECK NO.693	TOTAL
CARDINAL HEALTH 110 INC	3,432.94	543972	
			3,432.94*
EMERGENCY MANAGEMENT			
AMAZON CAPITAL SERVICES	1,243.54	544039	
			1,243.54*
MAINTENANCE-BEAUMONT			
COBURN SUPPLY COMPANY INC	2,406.41	543848	
W.W. GRAINGER, INC.	70.05	543858	
ENTERGY	41,186.80	543859	
SANITARY SUPPLY, INC.	2,628.83	543888	
ACE IMAGEWEAR	287.46	543892	
S.E. TEXAS BUILDING SERVICE	24,342.17	543894	
AT&T	398.97	543900	
WORTH HYDROCHEM OF THE GULF COAST	290.00	543907	
TEXAS FIRE & COMMUNICATIONS	105.00	543914	
OTIS ELEVATOR COMPANY	2,808.46	543943	
CENTERPOINT ENERGY RESOURCES CORP	788.64	543948	
INTERSTATE ALL BATTERY CENTER - BMT	991.80	543957	
CAT5 RESOURCES LLC	1,953.88	543978	
FUNCTION 4 LLC	25.00	543993	
VECTOR SECURITY	1,579.44	543998	
ADVANTAGE INTERESTS INC	3,231.00	544000	
WES VICE HARDWOODS & SUPPLY INC	239.04	544013	
ODP BUSINESS SOLUTIONS, LLC	167.43	544034	
MASSEY SERVICES INC	163.00	544053	
FUNCTION 4 LLC	95.00	544073	
			83,758.38*
MAINTENANCE-PORT ARTHUR			
RJ THOMAS MFG COMPANY INC	1,530.00	543829	
JOHNSTONE SUPPLY	326.74	543834	
DRAGO HARDWARE CO.	18.88	543849	
NOACK LOCKSMITH	71.90	543877	
SANITARY SUPPLY, INC.	797.98	543888	
SETZER HARDWARE, INC.	49.68	543891	
AT&T	72.06	543900	
SOLAR	23.12	543936	
FUNCTION 4 LLC	50.00	543993	
PARKER'S BUILDING SUPPLY	122.74	544036	
FUNCTION 4 LLC	190.00	544073	
JLJ CONSTRUCTION	13,500.00	544081	
			16,753.10*
MAINTENANCE-MID COUNTY			
ENTERGY	494.22	543859	
ACE IMAGEWEAR	42.09	543892	
SHERWIN-WILLIAMS	26.81	543893	
W. JEFFERSON COUNTY M.W.D.	58.66	543906	
FUNCTION 4 LLC	25.00	543993	
FUNCTION 4 LLC	95.00	544073	
			741.78*
SERVICE CENTER			
SPIDLE & SPIDLE	14,368.40	543832	
CINTAS, INC.	408.01	543842	
J.K. CHEVROLET CO.	297.32	543865	
PHILPOTT MOTORS, INC.	462.97	543879	
AT&T	48.02	543900	
JEFFERSON CTY. TAX OFFICE	7.50	543915	
JEFFERSON CTY. TAX OFFICE	7.50	543916	
JEFFERSON CTY. TAX OFFICE	7.50	543917	
JEFFERSON CTY. TAX OFFICE	7.50	543918	
JEFFERSON CTY. TAX OFFICE	7.50	543919	
JEFFERSON CTY. TAX OFFICE	7.50	543920	
JEFFERSON CTY. TAX OFFICE	7.50	543921	
JEFFERSON CTY. TAX OFFICE	7.50	543922	
JEFFERSON CTY. TAX OFFICE	7.50	543923	
JEFFERSON CTY. TAX OFFICE	7.50	543924	
JEFFERSON CTY. TAX OFFICE	7.50	543925	
JEFFERSON CTY. TAX OFFICE	7.50	543926	
JEFFERSON CTY. TAX OFFICE	7.50	543927	

NAME	AMOUNT	CHECK NO.694	TOTAL
JEFFERSON CTY. TAX OFFICE	7.50	543928	
MIGHTY OF SOUTHEAST TEXAS	517.85	543962	
ADVANCE AUTO PARTS	151.09	543970	
FUNCTION 4 LLC	25.00	543993	
FUNCTION 4 LLC	95.00	544073	
			16,478.66*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	19.37	543934	
FUNCTION 4 LLC	50.00	543993	
ODP BUSINESS SOLUTIONS, LLC	403.33	544034	
FUNCTION 4 LLC	190.00	544073	
			662.70*
			724,341.51**
MOSQUITO CONTROL FUND			
ADAPCO LLC	373.48	543830	
CITY OF NEDERLAND	61.08	543845	
CLARKE MOSQUITO CONTROL	125,850.00	543846	
FALCON CREST AVIATION SUPPLY, INC.	391.92	543853	
W.W. GRAINGER, INC.	768.54	543858	
JACK BROOKS REGIONAL AIRPORT	1,003.98	543866	
M&D SUPPLY	129.55	543872	
SETZER HARDWARE, INC.	98.14	543891	
ACE IMAGEWEAR	85.65	543892	
AT&T	46.16	543900	
AIRPORT GULF TOWING LLC	150.00	543950	
LJA ENGINEERING INC	165.00	543965	
FUNCTION 4 LLC	25.00	543993	
TARGET SPECIALTY PRODUCTS	27,438.60	543996	
ODP BUSINESS SOLUTIONS, LLC	66.48	544034	
PARKER'S BUILDING SUPPLY	279.71	544036	
AMAZON CAPITAL SERVICES	103.93	544039	
MUCAS TIRE AND SERVICE #4	61.80	544068	
FUNCTION 4 LLC	95.00	544073	
			157,194.02**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	25.00	543993	
BEAUMONT OCCUPATIONAL SERVICES	37.95	544041	
ROXANNE RENEE EVANS	954.00	544061	
FUNCTION 4 LLC	95.00	544073	
			1,111.95**
J.C. FAMILY TREATMENT			
GRACE AND MERCY RECOVERY	750.00	544080	
			750.00**
SECURITY FEE FUND			
AMAZON CAPITAL SERVICES	299.97	544039	
			299.97**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	148.50	543971	
FUNCTION 4 LLC	25.00	543993	
			173.50**
ENVIRONMENTAL GRANTS/H20			
ODP BUSINESS SOLUTIONS, LLC	249.99	544034	
			249.99**
EMPG GRANT			
FUNCTION 4 LLC	25.00	543993	
			25.00**
JUVENILE PROB & DET. FUND			
BI INCORPORATED	1,589.00	543913	
VERIZON WIRELESS	65.72	543929	
TCSI, LLC	18,842.16	544015	
			20,496.88**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	107.72	543933	

NAME	AMOUNT	CHECK NO.[695]	TOTAL
UNITED STATES POSTAL SERVICE	55.38	543934	
JCCSC	25.00	543960	
HIGGINBOTHAM INSURANCE AGENCY INC	500.00	543980	
FUNCTION 4 LLC	50.00	543993	
FUNCTION 4 LLC	95.00	544073	
STRING INC	67,716.00	544078	
COMPSYCH CORPORATION	381.60	544083	
			68,930.70**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC	25.00	543993	
FUNCTION 4 LLC	95.00	544073	
			120.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	25.00	543993	
FUNCTION 4 LLC	95.00	544073	
			120.00**
SHERIFF'S TRAINING GRANT			
EAN SERVICES LLC	1,071.84	543977	
			1,071.84**
LAW OFFICER TRAINING GRT			
ENTERGY	503.07	543859	
ODP BUSINESS SOLUTIONS, LLC	139.42	544034	
			642.49**
HEALTH GRANTS			
MCKESSON MEDICAL-SURGICAL INC	3,092.47	543911	
TREVIPAY	1,196.76	544064	
			4,289.23**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	508.86	543843	
BEAUMONT ENTERPRISE	832.00	543851	
HERNANDEZ OFFICE SUPPLY, INC.	9,934.07	543862	
TRIANGLE BLUE PRINT CO., INC.	600.00	543904	
LA RUE ROUGEAU	115.52	543952	
COUNTY HOME AND RANCH LP	109.75	543963	
GRINNELL COMPUTERS	838.80	543988	
FUNCTION 4 LLC	25.00	543993	
FERGUSON ENTERPRISES INC	343.09	543995	
VICTORIA SCHULTZ	411.16	544012	
CHAPMAN VENDING	214.97	544026	
GEORGE WEST	15.96	544032	
AMAZON CAPITAL SERVICES	603.98	544039	
			14,553.16**
CRIME LAB FUNDING CJD			
AGILENT TECHNOLOGIES	2,779.49	543835	
SWAFS	420.00	543887	
			3,199.49**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	50.00	543993	
FUNCTION 4 LLC	190.00	544073	
			240.00**
JC CHILD ABUSE PREVENTION			
MARY BEVIL	1,193.50	544016	
			1,193.50**
CAPITAL PROJECTS FUND			
LJA ENGINEERING INC	4,632.16	543965	
			4,632.16**
AIRPORT FUND			
FUNCTION 4 LLC	50.00	543993	
FUNCTION 4 LLC	95.00	544073	
			145.00**
SE TX EMP. BENEFIT POOL			

NAME	AMOUNT	CHECK NO.[696]	TOTAL
LIVINITI LLC	411,131.32	544056	
RXCOMPASS LLC	19,502.00	544057	
			430,633.32**
LIABILITY CLAIMS ACCOUNT			
JEFFERSON CTY - WORKERS COMP	370.00	544044	
			370.00**
WORKER'S COMPENSATION FD			
JEFFERSON CTY - WORKERS COMP	33,991.20	544044	
			33,991.20**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	21,436.25	543809	
CLEAT	3,178.00	543810	
JEFFERSON CTY. TREASURER	12,320.01	543811	
JEFFERSON CTY. COMMUNITY SUP.	7,346.58	543812	
JEFFERSON CTY. TREASURER - HEALTH	592,675.92	543813	
JEFFERSON CTY. TREASURER - GENERAL	10.00	543814	
JEFFERSON CTY. TREASURER - PAYROLL	2,320,851.42	543815	
JEFFERSON CTY. TREASURER - PAYROLL	760,882.99	543816	
POLICE & FIRE FIGHTERS' ASSOCIATION	4,765.57	543817	
JEFFERSON CTY. TREASURER - TCDRS	883,585.32	543818	
JEFFERSON COUNTY TREASURER	3,431.60	543819	
JEFFERSON COUNTY - TREASURER -	12,324.28	543820	
NECHES FEDERAL CREDIT UNION	32,032.58	543821	
JEFFERSON COUNTY - NATIONWIDE	60,827.72	543822	
CBE GROUP INC	330.04	543823	
CHUBB	5,530.44	543824	
JEFFERSON CTY. TREASURER - VISION	2,841.84	543825	
THE HARTFORD INSURANCE GROUP	7,769.63	543826	
MISSISSIPPI DEPT OF HUMAN SERVICES	71.54	543827	
			4,732,211.73**
LANGUAGE ACCESS FUND			
RUBEN ZAPATA	200.00	544042	
ERIKA BURGE	600.00	544055	
			800.00**
MARINE DIVISION			
SOUTHEAST TEXAS WATER	63.00	543895	
ADVANCED SYSTEMS & ALARM SERVICES,	65.33	543912	
CAT5 RESOURCES LLC	2,204.22	543978	
			2,332.55**
SHERIFF - COMMISSARY			
BOB BARKER CO., INC.	529.92	543838	
THOMSON REUTERS-WEST	3,205.76	543971	
A-1 MAIDA FENCE COMPANY	74,997.00	543981	
			78,732.68**
			6,308,313.57***

memo

Jefferson County Sheriff Office

To: Rebekah S. Patin

From: Donta Miller

CC: Fran Lee

Date: 10/7/2026

Re: Budget transfer request from Contingency

Please transfer **$24,800** to account **120-3059-421-60-53** to cover the cost of aviation maintenance software. Additionally, please transfer **$406,133** from contingency to cover the software costs for CAD/RMS/MFR.

These items were discussed with Commissioners' Court during the budget hearings, and MIS has approved the software.

Thanks,

Chief Donta Miller

Veteran Service Office

Memo

To: Fran Lee

From: Pamela Miller

CC:

Date: October 6, 2026

Re: Budget Transfer

I would like to request the following budget transfer at this time. I would like to transfer $110.00 from Postage (acct. # 120-8096-419.40-52) to our Minor Equipment Account (acct. # 120-8096-419. 30-84) to cover the cost of web camera's for our TEAMS meeting and other meetings with the Department of Veterans Affairs & Texas Veterans Commission.

Thank you.

Pamela Miller

Pam Miller

Jefferson County VSO

THE STATE OF TEXAS }

COUNTY OF JEFFERSON }

HANGAR #7 / OFFICE SPACE

LEASE AGREEMENT

THIS AGREEMENT entered into by and between Jefferson County, Texas, a subdivision of the State of Texas and **Walden Road Properties LLC**, doing business in the State of Texas, made and entered into this ____ day of _____.

WHEREAS, Jefferson County, hereinafter called "Lessor", owns and operates the Jack Brooks Regional Airport located in Jefferson County, Texas and

WHEREAS, **Walden Road Properties LLC**, hereinafter called "Lessee", is qualified to do business in the State of Texas and desires to enter a Hangar/Office Rental Agreement with the Lessor for the purpose of leasing a hangar and office space with the understanding that the scope of business operations permitted by this agreement is limited to aircraft services including aircraft storage, light aircraft maintenance, and interior office space. Nothing in this agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport.

WHEREAS, Jefferson County represents that it has the right to grant the lease, together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assignees, as follows:

1. **Premises**. Lessor hereby leases to the Lessee exclusive space as depicted on the attached Exhibit "A" for aircraft services including aircraft storage, light aircraft maintenance, hangar space and an office. The space is more fully described as follows:

2. **Rate**. For and in consideration of the rent and covenants herein contained, Lessor agrees to lease space as follows:

   a. **Hangar Space – Unit 1:** containing **6,750** square feet, more or less, at a rate of **$3.00 annually per sqft ($1,687.50/month $20,250.00/year)**, and
   b. **Office Space – Office A:** containing **240** square feet, more or less, at a rate of **$12.00 annually per sqft ($240.00/month $2,880.00/year)**,
   c. **TOTAL: ($1,927.50/month $23,130.00/year)**.

3. **Terms**. This agreement shall become effective **October 1st, 2026**, and shall be for a five (5) year period expiring on **September 30, 2031**, with the option of extending for one (1) additional one (5) year period; however, at the end of any lease period, Jefferson County reserves the right to reject the exercise of any option if necessary to take back any or all of the property for the County's use.

4. **Adjustment of Rent**.In October of each year, beginning on October 1, 2027, the rent set forth in Section 2 above may be adjusted by applying to the rent applicable during the preceding one-year period, the percentage increase in the Consumer Price Index published by the Bureau of Labor Statistics U.S.

Department of Labor for “all items” for Houston, Texas (or other applicable U.S. Departments should the Department of Labor discontinue the same.

5. **Rentals**. Lessee covenants and agrees to pay to Lessor rental, when due, as described in Section 2 above. Lessee agrees to abide by all rules and regulations of the Federal Aviation Administration, the State of Texas, the Jack Brooks Regional Airport, Jefferson County Commissioner’s Court, and any other duly constituted public authority having jurisdiction over the airfield, hangar and office space, its use or occupancy.

6. **Due Date.** All rent shall be payable monthly, in advance, and shall be due on the first day of the month and shall be considered past due on the tenth day of each month. Rental installments not paid before the tenth of the month following its due date shall be assessed a $50.00 late fee.

7. **Taxes**. Lessee agrees to pay any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment. It shall be the responsibility of the Lessee to inform taxing authority of any cancellations and terminations of this agreement and to settle any obligated tax liability.

8. **Prohibited Uses**. Without first obtaining Lessor's written consent, Lessee shall not use the demised premises for any other activity except as expressly provided in this agreement. Lessee shall not:

    a. Install and operate its own fueling facility for any purpose, sell fuel to the public, or operate a fueling operation as a fixed base operator in competition with the Lessor or any other fixed base operator approved by the Lessor.
    b. Lessor shall not allow its employees or any other person to use the demises premises as a residence or the storage of vehicles or personal property not associated with its business activities.
    c. Long-term storage of derelict aircraft and parts.
    d. Lessor shall use the demised premises for aeronautical activity only with allowances for the storage of equipment directly associated with an aeronautical activity.
    e. Storage of items or activities prohibited by local or state law.
    f. Storage of fuel and other dangerous and hazardous materials. Lessee agrees not to fuel or defuel any aircraft inside the leased premises.

9. **Standards for Aeronautical Use of Hangars**. Aeronautical uses for hangars include:

    a. Storage of active aircraft.
    b. Final assembly of aircraft under construction.
    c. Non-commercial construction of amateur-built or kit-built aircraft.
    d. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
    e. Lessee shall maintain adequate fire extinguishers suitable to address incidents arising out of any work performed inside leased premises.
    f. Storage of aircraft handling equipment, e.g., tow-bars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

10. **Utilities**. Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to electricity, water, sewer, and telephone, for the use of all utilities associated with the use of the leased space, unless said utilities cannot be separated in a manner reflecting

their perspective usage.

11. **Lessor's Responsibilities**. Lessor shall, at its expense and risk, perform corrective-maintenance on the HVAC system; maintain the roof, foundation, exterior walls and weight-bearing interior walls, (excluding windows, window glass, and plate glass.) Lessor shall further maintain, paint, and keep in reasonable repair the exterior area.

12. **Lessee's Responsibilities**. By execution of this lease agreement, Lessee acknowledges that it has inspected the leased premises, including the hangar, office, and common area, and accepts the same in an "as is" condition. Lessee shall, at its own expense and risk, maintain the exclusive space, including interior walls, floors, ceiling, doors, light fixtures and shall be responsible for painting and repairing the exclusive space, including preventative-maintenance and minor repairs to the HVAC system. Lessee shall further furnish, at its own expense and risk, any heat and air conditioning units, electrical wiring, and electrical fixtures necessitated by alterations to the exclusive space made by Lessee. Lessee shall be solely responsible for the risk of loss of all contents owned by Lessee or Lessee's Tenants.

13. **Janitorial Service**. Lessee shall provide its own janitorial service as needed.

14. **Alterations**. Lessee shall make no additions or alterations to the buildings and improvements of the leased premises without the written permission of the Airport Director of Lessor.

15. **Condition and Surrender**. Lessee shall, throughout the lease term, maintain the exclusive space as stated in Section 2 and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition; reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the exclusive space, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefore shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

16. **Hold Harmless**. Lessee shall indemnify and hold harmless Lessor of and from any and all claims, whether in contract or in tort, statutory or at common law, and from each and every claim, loss or demand of whatever nature, made by or on behalf of any third person or persons arising out of Lessee's use and occupation of the premises or operations on airport property, whether due to sole negligence of Lessee or whether due to the joint or concurrent negligence of Lessor and Lessee.

17. **Relationship of Parties**. It is expressly understood and agreed that Lessor shall, under no circumstances, be considered a bailee of Lessee's property, real or personal, during the term of this agreement or upon expiration or cancellation hereof. Further, Lessor shall not be liable for any loss of or damage to any personal property, fixtures, or equipment of Lessee installed or stored on the airport premises except to the extent liability therefore can be proven pursuant to an exception to sovereign immunity under the Texas Tort Claims Act. Any item(s) of personal property annexed to the realty to the extent that such property becomes "fixture(s)" shall, at the expiration or cancellation of this lease, become the property of Lessor.

18. **Events of Default**. If Lessee shall allow the rent to be in arrears more than three (3) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of three (3) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises or any part thereof, by reason of any receivership, bankruptcy proceedings, or by operation of law in any manner whatsoever, then any of such events shall be deemed to be an event of default by Lessee under this lease. Upon the breach of any term or condition of this Agreement by Lessee, Jack Brooks Regional Airport shall have all rights and remedies available at law and equity, up to and including immediate termination of this Agreement. In the event this Agreement is terminated for any reason including Lessee's default, failure to comply with applicable statues, ordinances and regulations; or expulsion from Airport, there will not be any refund of any fees paid to Jack Brooks Regional Airport by Lessee. Further, any obligation of Lessee to pay under this Agreement shall survive termination.

19. **Remedies**. Upon the occurrence of any event of default specified in section 17 hereof, Lessor shall have the option to pursue any remedy allowed by law and may, without further notice or demand terminate this lease in which event Lessee shall immediately surrender the premises to Lessor.

    a. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of damages occurring to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this lease as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession.

20. **Cancellation.** Lessor shall have the right, for airport purposes, to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessee of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises on or before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at will of Lessor.

    a. Lessee shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessor of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises on or before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not

vacated the premises, he shall be construed to be a tenant-at-will of Lessor.

b. In the event Lessee remains in possession of the leased premises after the expiration of this agreement without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this agreement, but shall create only a tenancy from month to month that may be terminated at any time by either party upon thirty (30) days written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this agreement.

21. **Assignment.** Lessee agrees not to assign or sublease the premises leased, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining the Lessor's written consent, which will not be unreasonably withheld. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein permitted. Lessor acknowledges renting hangar space may be part of Lessee's business operation, and storage of aircraft within leased premises is not considered as assignment or sublease.

22. **Right of Entry**. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement. Lessor shall attempt to provide Lessee reasonable advanced notice except in the case of an emergency.

23. **Assurances**. Lessee covenants and agrees to comply with all rules and regulations of the Federal Aviation Administration, and all Federal, State and Local laws and ordinances now in effect or hereafter promulgated, and the same are made a part of this agreement by reference as though they were set forth herein.

24. **Airport Regulations**. The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, Federal Aviation Administration (FAA), Transportation Security Administration (TSA), State of Texas, an any other entities having jurisdiction as promulgated by governmental authority, in the conduct of its operations on the premises and airport.

    a. Lessee shall provide for the security of the Air Operations Area (AOA) to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon Lessor by the TSA and or FAA. Lessee will indemnify and hold harmless Lessor, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of Lessee's failure to comply with this requirement. Lessee shall adhere to any security requirements set by the Airport under the Airport's approved Airport Security Plan (ASP).

    b. Lessee, or lessee's designees, must complete Driving on the Airfield training prior to operating a vehicle on any ramps, aprons, or free areas between hangars. Training is available through the Operations Manager's office.

c. The Lessee and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.

25. **Insurance**. The Lessee shall, at all times during the term of this lease, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Lessee. These requirements do not establish limits of the Lessee's liability. All policies of insurance shall waive all rights of subrogation against the Airport and Jefferson County, its officers, employees and agents and the Airport and Jefferson County shall be named "additional insured" on workers' compensation policy and liability coverage.

a. Prior to execution of this agreement, certified copies of original insurance policies shall be furnished to the Airport. The Airport reserves the right to require additional insurance should it deem necessary.

b. Lessee shall have and maintain complete and adequate Worker's Compensation Insurance (with waiver of subrogation to the Airport and Jefferson County), as required.

c. Lessee shall have and maintain complete and adequate Commercial General Liability insurance of One Million Dollars ($1,000,000.00) each occurrence; and in addition shall provide property damage liability insurance in a minimum sum of Five Hundred Thousand Dollars ($500,000.00) for property damage growing out of any accident or other cause.

d. Lessee shall have and maintain complete and adequate Automobile Liability Insurance, with Combined Single Limit of Five Hundred Thousand Dollars ($500,000.00), for any vehicles operated by Lessee on the airfield.

e. The amounts of minimum coverage herein specified may be modified from time to time in compliance with Jefferson County standard requirements and Lessee shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas. Each policy or certificate shall contain a provision that written notice of cancellation or any material change in the policy by the insurer shall be delivered to Lessor, thirty (30) days in advance of the effective date thereof.

26. **Affirmative Action.** The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from:

a. Participating in any employment activities covered in 14 CFR Part 152, Subpart E, and

b. Participation in, denied benefits of, or be otherwise subjected to discrimination in the use of said facilities. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their

sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

c. In the event of a breach of any of the above nondiscrimination covenants, lessor will have the right to terminate this agreement and to re-enter and repossess said leased premises and facilities and hold same as if said lease had never been entered into, and there upon all improvements shall revert to and vest in and become the absolute property of Jefferson County and its assigns.

27. **Notices.** Notices to Lessor provided for herein shall be sufficient if sent by certified mail, return receipt requested addressed to:

AIRPORT DIRECTOR
Jack Brooks Regional Airport
5000 Jerry Ware Dr, Suite 100
Beaumont, Texas 77705

and notices to said Lessee, if sent by certified mail, return receipt requested, addressed to:

Walden Road Properties LLC.
6711 Twin City Hwy
Port Arthur, Texas 77642
Tel. 409.724-1512
Email: Mike@EchoGroup.net

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

or to such other addresses as the parties may designate to each other in writing from time to time.

LESSOR: Jack Brooks Regional Airport

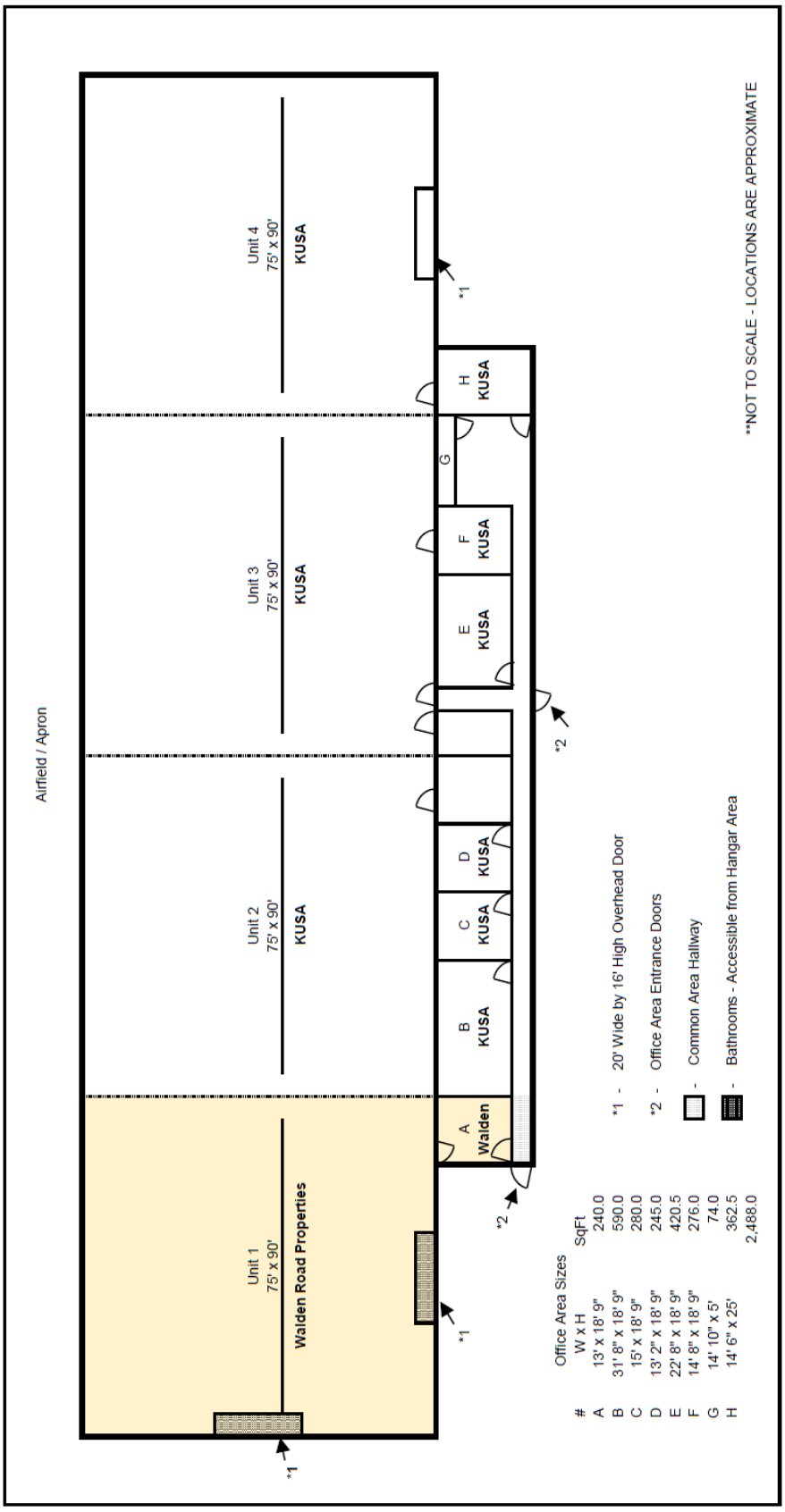
By: _____
Jeff Branick
Jefferson County – County Judge

ATTEST _____
DATE 10/13/26

LESSEE:

By: _____
Mike Roebuck
Authorized Representative

Exhibit A – Leased Premises – Office & Hangar



2027 County Holidays

January 1 (Friday)
New Year's Day

January 18 (Monday)
Martin Luther King, Jr., Day

March 26 (Friday)
Good Friday

May 31 (Monday)
Memorial Day

June 18 (Friday)
Juneteenth Day

July 5 (observed 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)
(Observance)
Christmas Eve & Christmas Day

December 31 (Friday)
(Observance)
New Year's Day

LAMAR UNIVERSITY
MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

AGREEMENT
BETWEEN
JEFFERSON COUNTY COMMISSONERS COURT
AND
LAMAR UNIVERSITY
(ON BEHALF OF THE LAMAR UNIVERSITY SETCAST)

PURPOSE OF THIS AGREEMENT:
Th purpose of this Agreement is to define the responsibilities of Lamar University by and through its Lamar University SETCAST, and Jefferson County Commissioners Court (JCCC), as it pertains to the SETCAST program and summarizes the understandings of both parties in relation to the video production services provided for the JCCC's meetings.

CONTRACT TERM: This Agreement is for services provided from September 1, 2026 to August 31, 2027, unless terminated by either party giving thirty (30) days written notice to the other.

DUTIES OF JCCC:
a) Provide SETCAST with a schedule and agenda for all regular meetings of JCCC, and
b) Provide location in the meeting room for the camera operator to setup the equipment needed to tape the meetings, and
c) Provide an audio outlet for the camera operator to plug into the meeting room sound system.

DUTIES OF SETCAST:
a) Provide video production services of each scheduled regular or special meetings of JCCC, and
b) Provide any postproduction work needed to broadcast the videotapes/DVD's, and
c) Provide the delivery of the of the videotapes/DVD's to proper site for their broadcast, and
d) Supply all equipment and supplies needed to produce videotapes of the meetings, and
e) Provide copies of all JCCC meetings.

COMPENSATION TO SETCAST:
a) JCCC agrees to pay Twelve Thousand Eight Hundred Seventy-Three Dollars and Ninety-Seven Centers ($12,873.97) to Lamar University for services outlined above.
b) Payment will be made to Lamar University upon delivery of this agreement and invoice.

GENERAL PROVISIONS:

1. **Liability:** To the extent permitted by Texas law, each party agrees to indemnify and hold harmless the other from the negligent acts of its own employees, and agents. Notwithstanding any provision of this contract, nothing herein shall be construed as a waiver by either party of its constitutional, statutory or common law rights, privileges,

LAMAR UNIVERSITY
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immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this agreement, the terms of this paragraph shall control.

2. **Venue:** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Texas. Any legal action relating to this Agreement shall be brought in Jefferson County, Texas.

3. **Disputes:** If a dispute, or controversy, or claim arises out of or relates to this Agreement, the parties will make a good faith attempt to resolve the issues. If the dispute cannot be settled by the parties, the parties agree to follow the dispute resolution process in Chapter 2260 of the Texas Government Code.

4. **Nondiscrimination:** In their execution of this agreement, the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

5. The parties will comply with all applicable federal, state, and local laws, ordinances and regulations in the performance of this Agreement.

6. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties pertaining to the subject matter herein. The parties may not amend this Agreement except in writing, dated after the date of this agreement and signed by each party's representative. This Agreement will become effective upon signatures by the authorized representatives of Lamar University and JCCC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives below.

For: **LAMAR UNIVERSITY**

By: Cynthia Dean
Cynthia Dean (Sep 29, 2026 12:28:15 CDT)

Name: Cynthia Dean

Title: Director – Contract Services

Date: 09/29/2026

For: **Jefferson County CC**

By: _____

Name: Honorable Judge Jeff Branick

Title: Jefferson County Judge

Date: 9.29.2026

LAMAR UNIVERSITY
MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

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6. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties pertaining to the subject matter herein. The parties may not amend this Agreement except in writing, dated after the date of this agreement and signed by each party's representative. This Agreement will become effective upon signatures by the authorized representatives of Lamar University and JCCC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives below.

For: **LAMAR UNIVERSITY**	For: **Jefferson County CC**
By: _____	By: _____
Name: Cynthia Dean	Name: Honorable Judge Jeff Branick
Title: Director – Contract Services	Title: Jefferson County Judge
Date: _____	Date: 9.29.2026

By Judy Gronell
9.29.26

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

AgreementSETCAST9.29.26

Final Audit Report 2026-09-29

Created:	2026-09-29
By:	SciQuest Integration (Jaggaer@lamar.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwno-i0BtEIfFDYjaUqnSe-3vrnpPhX-e

"AgreementSETCAST9.29.26" History

Document created by SciQuest Integration (Jaggaer@lamar.edu)
2026-09-29 - 5:20:28 PM GMT- IP address: 140.158.43.20

Document emailed to cynthia.dean@lamar.edu for signature
2026-09-29 - 5:20:52 PM GMT

Email viewed by cynthia.dean@lamar.edu
2026-09-29 - 5:27:08 PM GMT- IP address: 140.158.43.20

Signer cynthia.dean@lamar.edu entered name at signing as Cynthia Dean
2026-09-29 - 5:28:13 PM GMT- IP address: 140.158.43.20

Document e-signed by Cynthia Dean (cynthia.dean@lamar.edu)
Signature Date: 2026-09-29 - 5:28:15 PM GMT - Time Source: server- IP address: 140.158.43.20 - Signature Appearance Selected: TYPE

Agreement completed.
2026-09-29 - 5:28:15 PM GMT

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 13 day of October, 2026 on motion made and seconded, the Court approved the following resolution.

Resolution in Support of the *Save Our Shrimpers Act* (H.R. 2071)

WHEREAS, the commercial shrimp industry is an integral part of the economy, culture, and history of Jefferson County, supporting small businesses, working families, and local food systems; and

WHEREAS, the industry confronts significant challenges in competing for sales in the U.S. market against imported, farm-raised shrimp exported from foreign industries that have received substantial support from international financial institutions, such as the International Finance Corporation and the World Bank; and

WHEREAS, the *Save Our Shrimpers Act*, H.R. 2071, would require U.S. directors of international financial institutions to use their voice and vote to oppose any project providing additional financial assistance to shrimp farming, shrimp processing, or the export of shrimp; and

WHEREAS, the *Save Our Shrimpers Act* passed the U.S. House of Representatives on May 12, 2026 by a recorded bipartisan vote of 391 to 18, 1 present; and

WHEREAS, the *Save Our Shrimpers Act* has been introduced in the Senate (S. 4805 / S. 4863) with the sponsorship with bipartisan sponsorship by eight U.S. Senators; and

WHEREAS, the *Save Our Shrimpers Act* represents a meaningful effort to prevent further subsidization of foreign shrimp industries with U.S. taxpayer dollars;

NOW, THEREFORE, BE IT RESOLVED, that the Jefferson County formally supports the *Save Our Shrimpers Act* as passed by the U.S. House of Representatives.

BE IT FURTHER RESOLVED, that the Jefferson County calls upon the United States Senate to consider, advance, and enact the *Save Our Shrimpers Act*, ensuring a fair opportunity for American shrimpers to compete on a level playing field.

BE IT FINALLY RESOLVED, that copies of this Resolution be sent to Senator Cornyn and Senator Cruz.

Signed this 13 day of October, 2026

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Resolution

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

COMMISSIONERS COURT
OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 13 day of October, 2026 on motion made and seconded, the Court approved the following resolution.

A RESOLUTION RECOMMENDING JEFFERSON COUNTY JOIN THE U.S. DEPARTMENT OF AGRICULTURE, DEPARTMENT OF INTERIOR, and DEPARTMENT OF WAR SENTINEL LANDSCAPES PARTNERSHIP

WHEREAS Sentinel Landscapes are areas where uniquely important conservation, working lands, and national defense interests converge, and

WHEREAS participating Sentinel Landscape Partnership counties must be anchored by at least one military installation and contain high-priority lands for Department of Agriculture, Department of Interior and Department of War, and

WHEREAS Jefferson County encompasses agricultural lands and has the appropriate size and scale needed to address the conservation, land management, and ecological restoration objectives for Sentinel Landscape Partnership, and

WHEREAS Sentinel Landscape Partnerships help prevent encroachment threats across a border area by leveraging multiple funding sources, and

WHEREAS Jefferson County has the ability to coordinate actions across land management boundaries, align federal sponsoring agency priorities, funding, and actions across the region, and

WHEREAS Jefferson County has the ability to enable miliary preparedness in priorities and projects, and can improve coordinated planning for emergencies and future hazards,

NOW, THEREFORE, BE IT RESOLVED That the Jefferson County Commissioners Court does hereby agree to seek to join the Sentinel Landscape Partnership.

Signed this 13 day of October, 2026.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

Cary Erickson
COMMISSIONER CARY ERICKSON
Precinct No. 2

Everette D. Alfred
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

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 13th day of **October,** 2026 on a motion made and seconded, the following Proclamation was adopted:

Recognizing National Ovarian Cancer and Breast Cancer Awareness Months and Celebrating the Lifesaving Mission of the Julie Rogers "Gift of Life" Program in Jefferson County

WHEREAS, September and October are recognized nationally as Ovarian and Breast Cancer Awareness Months that unite communities in an understanding of the risks and symptoms of these diseases while championing education, prevention, early detection and timely medical care; and

WHEREAS, breast and ovarian cancers continue to affect women and families throughout Port Arthur and Southeast Texas, with the Julie Rogers 'Gift of Life' Program making accessible screenings, diagnostic services, client navigation and cancer-prevention education essential to protecting health and saving lives; and

WHEREAS, breast cancer is the most frequently diagnosed cancer among American women, aside from skin cancers, and approximately one in eight women in the United States will develop breast cancer during her lifetime; and

WHEREAS, ovarian cancer often presents with subtle symptoms that may be mistaken for less serious conditions, contributing to delayed diagnoses and remains the most fatal gynecologic cancer and the sixth most common cause of cancer deaths for women; and

WHEREAS, for more than three decades, Gift of Life has served medically underserved women throughout Southeast Texas by providing free breast cancer screenings, diagnostic procedures, biopsies, client navigation, transportation assistance, cancer-prevention education and access to treatment for women who might otherwise have nowhere to turn; and

WHEREAS, in the past two years, Gift of Life has provided these free services: approximately **2,900** breast screening mammograms; **1,220** diagnostic mammograms and ultrasounds; and **42** biopsies; with compassionate navigation of **29** Southeast Texas women diagnosed with breast cancer to essential medical care and treatment; and

WHEREAS, Gift of Life will culminate its regional cancer awareness campaign with the **16th Annual Julie Richardson Procter 5K Ribbon Run/Walk Monster Dash** on **Halloween, Saturday, October 31, 2026,** in downtown Beaumont; and

WHEREAS, this empowering, family-friendly celebration will unite cancer survivors, families, healthcare professionals, volunteers and thousands of Southeast Texans in honoring survivorship, remembering loved ones and advancing the lifesaving message that early detection matters, with funds raised remaining in Southeast Texas to support Gift of Life's breast-health services and cancer-prevention outreach for local women;

NOW, THEREFORE, BE IT RESOLVED, that the Jefferson County Commissioners Court proclaims T[illegible]sday, **October 13, 2026, as GIFT OF LIFE BREAST AND OVARIAN CANCER AWARENESS DAY in Jef[illegible]** and call upon all citizens to honor breast and ovarian cancer survivors, remember those whose lives have b[illegible]tive health measures and join Gift of Life in its mission to heighten awareness and expand access

Signed this 13 **day of** October, **2026.**

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

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 13 day of October 2026, on motion made and seconded, the following Proclamation was adopted:

Domestic Violence Awareness Month

WHEREAS, the Commissioners of Jefferson County, Texas, in recognition of the important work done by survivors, domestic violence programs and victim service providers, hereby urges all citizens of the county to actively participate in the activities and programs sponsored by **FAMILY SERVICES OF SOUTHEAST TEXAS, INC., Texas Council on Family Violence, and** other community organizations to work toward the elimination of intimate partner violence; and

WHEREAS, more than 10 million women and men are physically abused by an intimate partner in the United States each year; domestic violence encompasses a pattern of behaviors used to gain or maintain power and control over a victim, and in many cases, physical violence reinforces other forms of psychological and emotional abuse such as threats. Intimidation, and isolation; severe intimate partner violence can include instances of physical assault, rape and stalking that leave victims with injuries, post-traumatic stress disorder, and other lasting impacts; and,

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world; and

WHEREAS, the need for safe house continues to be rated as survivors' most urgent need; and

WHEREAS, the COMMISSIONERS of JEFFERSON COUNTY, TEXAS, join with others across county, the State of Texas, and the nation in supporting victims of domestic violence, as well as local programs, state coalitions, national organizations, and other agencies nationwide who are committed to increasing public awareness of domestic violence and sending a clear message to abusers that **domestic violence is not tolerated in JEFFERSON COUNTY, TEXAS**; and

WHEREAS, domestic violence impacts millions of people each year, but it can be prevented. Preventing domestic violence requires the collective voice and power of individuals, families, institutions, and systems – each of whose service adds a valuable and powerful component to transforming our communities; and

WHEREAS, the color purple is the color nationally recognized to represent the fight against domestic violence, and Jefferson County recognizes the showing of purple ribbons at homes, schools, businesses, and public facilities as the sign of solidarity against domestic violence.

NOW, THEREFORE, the Commissioners Court of Jefferson County, Texas proclaims OCTOBER 2026 as *DOMESTIC VIOLENCE AWARENESS MONTH* and we urge everyone to support domestic violence survivors and programs and we thank the countless law enforcement officers, advocates, medical professionals, and caregivers who dedicate their lives to fighting for a world without family or intimate partner violence, and together [illegible] carry out the mission of creating a community that is safe for all.

Signed this 13 day of October, 2026

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No.3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

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, Renee Johnson, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Commissioner of the Sabine Neches Navigation District of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Jefferson

Sworn to and subscribed before me on this _____ day of October, 2026.

(Affix Notary Seal, only if oath administered by a notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

Printed or Typed Name

Form #2201 Rev. 05/2020 **Submit to:** **SECRETARY OF STATE** **Government Filings** **Section P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **512-463-5569 - Fax** **Filing Fee: None**	**STATEMENT OF OFFICER**

Statement

I, Renee Johnson, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Commissioner of the Sabine Neches Navigation District

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: _____

_____
Signature of Officer

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEY AT LAW
1148 PARK STREET
BEAUMONT, TX 77701

(409)832-9483

October 1, 2026

Judge Branick & Jefferson County Commissioners' Court
ATTN: Fred Jackson, Staff Attorney to the County Judge
1149 Pearl Street, 4
Beaumont, Texas 77701

RE: Cause No. 24DCCV1112; JEFFERSON COUNTY, ET AL VS. CURVY JACKSON, ET AL
Account No.: 053400-000-006600-00000

Dear Mr. Jackson:

The above referenced property was posted on sale and struck off to Jefferson County on March 3, 2026. The defendant has paid the judgment amount in full, prior to the resale. I have attached supporting documents for your review.

Enclosed, please find the original Redemption Quitclaim Deed for the County Judge to sign and return the executed deed to my attention.

If you have any questions, please call 409-832-9483.

Sincerely yours,

Danielle Nettles

Danielle Nettles, Income Partner
Linebarger Goggan Blair & Sampson, LLP
Attorney(s) for Jefferson County, Plaintiffs

Encl.

QUIT CLAIM DEED

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF JEFFERSON §

That **Jefferson County, Texas, Trustee**, for itself and for the use and benefit of the JEFFERSON COUNTY, CITY OF PORT ARTHUR, PORT OF PORT ARTHUR AUTHORITY, PORT ARTHUR INDEPENDENT SCHOOL DISTRICT, JEFFERSON COUNTY DRAINAGE DISTRICT No. 7, and the SABINE-NECHES NAVIGATION DISTRICT, hereinafter called grantor(s), acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of said governing body which is duly recorded in its official Minutes, hereinafter called grantor, for and in consideration of the sum of **$22,701.40** via cashier's check paid by

Darrell L. Jackson
2433 Verbick Ln
Plano, Texas 75074-0141

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents does quitclaim unto said grantee(s) all of the right, title and interest of grantor(s) and of all other taxing units on whose behalf title is held by grantor(s), in and to the following described property located in Jefferson County, Texas:

> **Lot 6 in Block 6 of City of Port Arthur, a subdivision in Jefferson County, Texas according to the map or plat thereof recorded in Volume 1, page 50 of the Map Records of Jefferson County, Texas; and being the same property described as LT 6 BLK 6 CITY OF PORT ARTHUR, as identified on Plaintiff's tax rolls as Account No. 053400-000-006600-00000.**

said property having been acquired by tax foreclosure sale heretofore held under **Cause No. 24DCCV1112**, *Jefferson County, et. al. vs. Curvy Jackson, et al.* in the 136th District Court of said county.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither grantor(s), nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

This deed is expressly given as evidence of the Grantee(s)' full redemption of said

property pursuant to Section 34.21, Texas Property Tax Code.

IN TESTIMONY WHEREOF **Jefferson County,** Texas, **Trustee** has caused these presents to be executed this 13 day of October, 2026.

Jefferson County, Texas, Trustee

By: _____
Jefferson County Judge

STATE OF TEXAS **X**

COUNTY OF JEFFERSON **X**

This instrument was acknowledged before me on this 13th day of October, 2026, by Jeff Branick, County Judge, of Jefferson County Texas.

MARIA VARGAS
Notary Public, State of Texas
Comm. Expires 09-06-2027
Notary ID 134541833

_____
Notary Public, State of Texas
Commission Expires: 9-6-2027

After recording return to:

Danielle Nettles, Income Partner
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
Attorneys At Law
1148 Park Street
Beaumont, Texas 77701
(409) 832-9483
Danielle.nettles@lgbs.com

ATTEST _____
DATE 10/13/26

Cause No. 24DCCV1112

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and the Justice Pct 1, Pl 1 Court of Jefferson [City or County] are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

DPS certifies that it has the authority to contract for the Texas Conviction Reporting (TXCR) application by the authority granted in Tex. Transp. Code Chapter 543, Subchapter C.

II. BACKGROUND AND PURPOSE

DPS is legislatively required to apply all court-reported convictions to a driver record within seven days of the final disposition of conviction. Texas courts send more than 180,000 conviction records monthly. To secure personally identifiable information (PII) of drivers who are convicted in Texas courts, DPS developed a secure web-based application for Texas courts to submit electronic convictions onto a Texas driver's record and eliminate mailed or unsecured upload of conviction records.

Furthermore, DPS and Federal Motor Carrier Safety Administration's (FMCSA) common goal is to ensure and improve public safety by reducing crashes, injuries, and fatalities involving Commercial Motor Vehicles (CMV). One of the components of this effort is the appropriate and timely reporting of moving violation convictions for Commercial Driver License (CDL) holders and operators of CMVs. For DPS to be successful in its endeavor to bolster the foundation and support the priorities of the CDL program, it must have the proper tools to accomplish these goals.

III. STATEMENT OF SERVICES

DPS responsibilities are as follows.

- Provide access to the TXCR over the internet from a publicly accessible site based on authorized access granted by DPS to Court reporting personnel.
- Ensure the TXCR site is secure and meets Criminal Justice Information System (CJIS) security requirements as defined by the Federal Bureau of Investigation (FBI).
- Allow submission of convictions individually using a web-form that matches the bulk file format for ease of entry. Bulk file format will be provided to Court.
- TXCR will validate conviction data prior to inclusion to the driver's record and if data cannot be validated, will reject the submission with an opportunity for Court to correct and resubmit.
- Provide historical reports for Court to assist with timely reporting, reducing rejects and ensuring accuracy of conviction reporting.
- Provide training to Court, and include training materials and procedures on the TXCR site for 24/7 access by Court.
- TXCR Contractor will assist Court users by providing a toll-free telephone number and email, Monday through Friday from 7:00am to 8:00pm, except holidays.

Court responsibilities are as follows.

- Do not share the TXCR site information with unauthorized persons.
- Have only two authorized court personnel with access to TXCR, unless additional personnel are authorized by DPS based on business need.
- Authorized users must use Multi-Factor Authentication (MFA) to access TXCR and will be required to download an application to a cell phone to receive the MFA code before access is granted.
- Must use TXCR to upload individual convictions using a web-form or bulk upload of convictions in a pre-defined format approved by DPS. Paper forms will not be accepted.
- Must notify DPS immediately upon termination or resignation of an authorized user to allow DPS disable the account and prevent unauthorized use of TXCR.
- Submit conviction reports to TXCR within seven days from the date of conviction in compliance with Tex. Transp. Code Chapter 543, Section 543.203.

IV. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS

DPS will provide TXCR to Court at no cost.

V. TERM OF CONTRACT AND AMENDMENTS

This contract is effective on the date of execution and will not expire except upon written request of either party with 30 calendar days' written notice. This contract may only be amended by mutual written agreement of the parties.

Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

VI. GENERAL TERMS AND NOTICE

This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.

The respective party will provide any required notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	**Department of Public Safety**
Attn.: Diana Ramirez	Enforcement & Compliance Service Attn: Conviction Reporting 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5809 [fax] Data.Submission@dps.texas.gov (512) 424-2031
Address: 1085 Pearl St.	
Address: Rm 105	
Fax: 409 835 8523	
Email: diana.ramirez@jeffersoncountytx.gov	
Phone: 409 835 8522	

VII. CERTIFICATIONS

The parties certify that (1) the contract is authorized by the governing body of each party; and (2) the purpose, terms, rights, and duties of the parties are stated within the Contract.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court Authorized Signatory
Signature and Title **Date:**

Department of Public Safety
Signature of Driver License Division Chief or Designee **Date:**

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and the Justice Court Pct1/Pl 2 Court of Jefferson County [City or County] are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

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- Provide historical reports for Court to assist with timely reporting, reducing rejects and ensuring accuracy of conviction reporting.
- Provide training to Court, and include training materials and procedures on the TXCR site for 24/7 access by Court.
- TXCR Contractor will assist Court users by providing a toll-free telephone number and email, Monday through Friday from 7:00am to 8:00pm, except holidays.

Court responsibilities are as follows.

- Do not share the TXCR site information with unauthorized persons.
- Have only two authorized court personnel with access to TXCR, unless additional personnel are authorized by DPS based on business need.
- Authorized users must use Multi-Factor Authentication (MFA) to access TXCR and will be required to download an application to a cell phone to receive the MFA code before access is granted.
- Must use TXCR to upload individual convictions using a web-form or bulk upload of convictions in a pre-defined format approved by DPS. Paper forms will not be accepted.
- Must notify DPS immediately upon termination or resignation of an authorized user to allow DPS disable the account and prevent unauthorized use of TXCR.
- Submit conviction reports to TXCR within seven days from the date of conviction in compliance with Tex. Transp. Code Chapter 543, Section 543.203.

IV. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS

DPS will provide TXCR to Court at no cost.

V. TERM OF CONTRACT AND AMENDMENTS

This contract is effective on the date of execution and will not expire except upon written request of either party with 30 calendar days' written notice. This contract may only be amended by mutual written agreement of the parties.

Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

VI. GENERAL TERMS AND NOTICE

This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.

The respective party will provide any required notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.: Donna Henry	Enforcement & Compliance Service Attn: Conviction Reporting 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5809 [fax] Data.Submission@dps.texas.gov (512) 424-2031
Address: 1085 Pearl St. Beaumont TX 77701	
Address:	
Fax: 409--839-2393	
Email: donna.henry@jeffersoncountytx. gov	
Phone: 409-835-8457	

VII. CERTIFICATIONS

The parties certify that (1) the contract is authorized by the governing body of each party; and (2) the purpose, terms, rights, and duties of the parties are stated within the Contract.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court Authorized Signatory
Signature and Title **Date:**

Department of Public Safety
Signature of Driver License Division Chief or Designee **Date:**

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and the Justice of the Peace, Precinct 4 Court of Jefferson County [City or County] are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

DPS certifies that it has the authority to contract for the Texas Conviction Reporting (TXCR) application by the authority granted in Tex. Transp. Code Chapter 543, Subchapter C.

II. BACKGROUND AND PURPOSE

DPS is legislatively required to apply all court-reported convictions to a driver record within seven days of the final disposition of conviction. Texas courts send more than 180,000 conviction records monthly. To secure personally identifiable information (PII) of drivers who are convicted in Texas courts, DPS developed a secure web-based application for Texas courts to submit electronic convictions onto a Texas driver's record and eliminate mailed or unsecured upload of conviction records.

Furthermore, DPS and Federal Motor Carrier Safety Administration's (FMCSA) common goal is to ensure and improve public safety by reducing crashes, injuries, and fatalities involving Commercial Motor Vehicles (CMV). One of the components of this effort is the appropriate and timely reporting of moving violation convictions for Commercial Driver License (CDL) holders and operators of CMVs. For DPS to be successful in its endeavor to bolster the foundation and support the priorities of the CDL program, it must have the proper tools to accomplish these goals.

III. STATEMENT OF SERVICES

DPS responsibilities are as follows.

- Provide access to the TXCR over the Internet from a publicly accessible site based on authorized access granted by DPS to Court reporting personnel.
- Ensure the TXCR site is secure and meets Criminal Justice Information System (CJIS) security requirements as defined by the Federal Bureau of Investigation (FBI).
- Allow submission of convictions individually using a web-form that matches the bulk file format for ease of entry. Bulk file format will be provided to Court.
- TXCR will validate conviction data prior to inclusion to the driver's record and if data cannot be validated, will reject the submission with an opportunity for Court to correct and resubmit.
- Provide historical reports for Court to assist with timely reporting, reducing rejects and ensuring accuracy of conviction reporting.
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- Do not share the TXCR site information with unauthorized persons.
- Have only two authorized court personnel with access to TXCR, unless additional personnel are authorized by DPS based on business need.
- Authorized users must use Multi-Factor Authentication (MFA) to access TXCR and will be required to download an application to a cell phone to receive the MFA code before access is granted.
- Must use TXCR to upload individual convictions using a web-form or bulk upload of convictions in a pre-defined format approved by DPS. Paper forms will not be accepted.
- Must notify DPS immediately upon termination or resignation of an authorized user to allow DPS disable the account and prevent unauthorized use of TXCR.
- Submit conviction reports to TXCR within seven days from the date of conviction in compliance with Tex. Transp. Code Chapter 543, Section 543.203.

IV. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS

DPS will provide TXCR to Court at no cost.

V. TERM OF CONTRACT AND AMENDMENTS

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Court	Department of Public Safety
Attn.: Justice of the Peace, Precinct 4	Enforcement & Compliance Service Attn: Conviction Reporting 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5809 [fax] Data.Submission@dps.texas.gov (512) 424-2031
Address: 19217 FM 365, Beaumont, Texas 77705	
Address:	
Fax: 409-794-1637	
Email: justin.chesson@jeffersoncountytx.gov	
Phone: 409-434-5460	

VII. CERTIFICATIONS

The parties certify that (1) the contract is authorized by the governing body of each party; and (2) the purpose, terms, rights, and duties of the parties are stated within the Contract.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court Authorized Signatory	Department of Public Safety
Signature and Title **Date:**	**Signature of Driver License Division Chief or Designee** **Date:**

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INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and the Justice Court, Pct. 6 Court of Jefferson [City or County] are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

DPS certifies that it has the authority to contract for the Texas Conviction Reporting (TXCR) application by the authority granted in Tex. Transp. Code Chapter 543, Subchapter C.

II. BACKGROUND AND PURPOSE

DPS is legislatively required to apply all court-reported convictions to a driver record within seven days of the final disposition of conviction. Texas courts send more than 180,000 conviction records monthly. To secure personally identifiable information (PII) of drivers who are convicted in Texas courts, DPS developed a secure web-based application for Texas courts to submit electronic convictions onto a Texas driver's record and eliminate mailed or unsecured upload of conviction records.

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III. STATEMENT OF SERVICES

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Court: Justice Court, Pct. 6	Department of Public Safety
Attn.: Deidra Thomas	Enforcement & Compliance Service Attn: Conviction Reporting 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5809 [fax] Data.Submission@dps.texas.gov (512) 424-2031
Address: 1225 Pearl St, Ste 118, Beaumont, TX 77701	
Address:	
Fax: (409) 839-2303	
Email: Deidra.Jackson@jeffersoncountytx.gov	
Phone: (406) 839-2333	

VII. CERTIFICATIONS

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Signature and Title **Date:**

Department of Public Safety
Signature of Driver License Division Chief or Designee **Date:**

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Court	Department of Public Safety
Attn.: Stacey Vidrine	Enforcement & Compliance Service Attn: Conviction Reporting 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5809 [fax] Data.Submission@dps.texas.gov (512) 424-2031
Address: 7933 Viterbo Rd. Ste. 1	
Address: Beaumont, TX 77705	
Fax: 409-724-2148	
Email: stacey.vidrine@jeffersoncountytx.gov	
Phone: 409-719-5900	

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Court Authorized Signatory	Department of Public Safety
Signature and Title **Date:**	**Signature of Driver License Division Chief or Designee** **Date:**

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INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and the Justice Court Pct. 8 Court of Jefferson [City or County] are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

DPS certifies that it has the authority to contract for the Texas Conviction Reporting (TXCR) application by the authority granted in Tex. Transp. Code Chapter 543, Subchapter C.

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Court	Justice Court Pct. 8	Department of Public Safety
Attn.:		Enforcement & Compliance Service Attn: Conviction Reporting 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5809 [fax] Data.Submission@dps.texas.gov (512) 424-2031
Address:	525 Lakeshore Dr.	
Address:	Port Arthur, Texas 77640	
Fax:	409-989-3670	
Email:	Kalan.Gardner@jeffersoncountytx.gov	
Phone:	409-983-8330	

VII. CERTIFICATIONS

The parties certify that (1) the contract is authorized by the governing body of each party; and (2) the purpose, terms, rights, and duties of the parties are stated within the Contract.

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Court Authorized Signatory
Signature and Title **Date:**

Department of Public Safety
Signature of Driver License Division Chief or Designee **Date:**

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRICKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORDS IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SUBTERRANEAN PILINGS EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF JEFFERSON §

That the COUNTY OF JEFFERSON, TEXAS, whose mailing address is 1149 Pearl Street, Beaumont, Texas 77701 (hereinafter called "GRANTOR"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the reservations and exceptions described herein, does hereby GRANT, BARGAIN, SELL and CONVEY unto JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7, whose address is P.O. Box 3244, Port Arthur, TX (hereinafter called "GRANTEE"), its successors and assigns, certain exclusive, perpetual subterranean pilings easement rights and interests for flood control, a hurricane protection levee, drainage and related purposes (the "Purposes"), including without limitation, a temporary access easement, in, on, over, across and below the lands described herein and more particularly described in **Exhibit A** and **Exhibit B** (the "Property"), attached hereto and made a part hereof as though fully set forth herein.

SUBTERRANEAN PILINGS EASEMENT

In compliance with United States Army Corps of Engineers requirements, GRANTOR grants to GRANTEE the following subterranean pilings easement rights:

A perpetual and assignable right and easement to construct, operate, and maintain underground pilings under and through the land described in **Exhibit A** (Tract No. PAV03C-136-3), where needed as part of the Sabine Pass to Galveston Bay Coastal Storm Risk Management Project, Contract PAV03C, with such pilings located at a minimum, 30 feet below ground level; limited, however, to such rights and easement hereby acquired as may be used without disturbing the surface owner's right to use the surface of the land except to the extent the surface owner's use does not include removal, excavating or constructing around the pilings; subject however, to existing easements for public roads and highways, public utilities, railroads and pipelines (the "Subterranean Easement").

The Subterranean Easement shall be exclusive, perpetual, and an assignable easement to place, construct, inspect, operate, maintain, repair, replace and test underground structures, supports, pilings, and equipment under and through the land described in **Exhibit A**, with such use and rights

to include: placing, constructing, inspecting, operating, maintaining, repairing, replacing, and testing such structures, supports, pilings, and equipment located below the current surface of the ground, and estimated to be located at depths beginning at approximately 30 feet below the existing grade, or deeper, and extending to depths of approximately 50 below existing grade, on the Property, all of which is further described in **Exhibit A**; provided, however, that such subterranean rights and easement hereby acquired may be used and enjoyed without disturbing the surface owner's right to use the surface and air space above the Property above ground and grade level, except, the surface owner's use shall not include the removal, excavating or disturbing of dirt, minerals or soil below the ground and grade level, and further, GRANTOR shall not, in any way, disturb, impair, impede, damage or otherwise interfere with GRANTEE'S subterranean rights granted herein.

TEMPORARY WORK AREA EASEMENT

In compliance with United States Army Corps of Engineers requirements, GRANTOR grants to GRANTEE the following temporary work area easement rights:

A temporary easement and right-of-way in, on, over, under and across the land described in **Exhibit A** and **Exhibit B** (Tract Nos. PAV03C-136-2-TW and PAV03C-136-3-TW) for a period not to exceed seven (7) years, beginning with date of contract award, for use by the United States and GRANTEE, their representatives, agents, and contractors as a work area, including the right to move, store, and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Sabine Pass to Galveston Bay Coastal Storm Risk Management Project, Contract PAV03C, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines ("Temporary Work Area Easement").

The Temporary Work Area Easement shall be exclusive and give rights to GRANTEE and the United States in, on, over, below, across and below the Property described in **Exhibit A** and **Exhibit B**, which are commonly referred to as "Tract Nos. PAV03C-136-2-TW and PAV03C-136-3-TW", for use by GRANTEE and the United States, their representatives, agents, and contractors, as a temporary access and work area, including the right to move, store, and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction, maintenance, and ongoing operation of the Sabine Pass to Galveston Bay Coastal Storm Risk Management Project, Contract PAV03C, as amended or supplemented, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-

way; and further, GRANTOR shall not, in any way, disturb, impair, impede, damage or otherwise interfere with GRANTEE'S Temporary Work Area Easement rights granted herein.

GRANTEE agrees to require the Contractor performing the work to provide GRANTOR, by providing notice to the Jefferson County Precinct #3 Superintendent, with forty-eight (48) hours' advance notice prior to the commencement of the primary construction within the Property described in **Exhibit A** and **Exhibit B**. The Parties further acknowledge and agree that nothing herein related to or arising out of the notice requirement shall be construed to limit, restrict, retract or otherwise impair GRANTEE'S Easement rights or Temporary Work Area Easement rights as conveyed herein.

The consideration recited herein shall constitute full compensation for all damages sustained by GRANTOR by reason of GRANTEE'S exercise of the rights herein granted, including damages resulting from the Purpose and rights granted herein.

TO HAVE AND TO HOLD the above-described Property and easement rights and interests unto Jefferson County Drainage District No. 7, its successors and assigns, subject to the terms and duration provisions set forth herein.

GRANTOR binds itself and its successors and assigns to warrant and forever defend the easements and rights conveyed in this instrument to GRANTEE and its successors and assigns against every person lawfully claiming or to claim all or any part of the interest in the Property or any part thereof by, through or under GRANTOR, but not otherwise.

EXECUTED this 13 day of October, 2026. COUNTY OF JEFFERSON, TEXAS:

By: _____

Name: Jeff Branick

Title: County Judge

STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on this 13 day of October, 2026, by Jeff Branick, as Judge of the COUNTY OF JEFFERSON, TEXAS.

GIVEN under my hand and seal of office this 13 day of October 2026.

MARIA VARGAS
Notary Public, State of Texas
Comm. Expires 09-06-2027
Notary ID 134541833

_____

Notary Public, State of Texas

ATTEST _____

DATE 10/13/26

AGREED BY JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7:

By:_____

Name: Allen D. Sims

Title: General Manager

STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on this ____ day of _____, 2026, by _____, as _____of the COUNTY OF JEFFERSON, TEXAS.

GIVEN under my hand and seal of office this _____day of _____, 2026.

_____

Notary Public, State of Texas

EXHIBIT "A"

October 6, 2026

Surveyor's Field Note Description: **0.631-Acre PAV03C-136-3 Temporary Work Area Easement, and a 0.033-Acre PAV03C-136-3 Subterranean Pilings Easement**

0.631-Acre PAV03C-136-3 Temporary Work Area Easement

BEING a 0.631-acre Temporary Work Area Easement out of and a part of that certain Jefferson County called 4.0883-acre tract of land, being more fully described as Tract I, and recorded in Clerk's File No. 105-23-0405 of the Official Public Records of Jefferson County, Texas, and being out of Lots 1-5, Block 151, recorded in Volume 2, Page 2 of the Map Records of Jefferson County, Texas. Said 0.631-acre Temporary Work Area Easement being situated in the J. Butler Survey, Abstract No. 9, Jefferson County, Texas.

COMMENCING at a 5/8-inch iron rod found in the Southeast line of said Tract I, same being an angle corner in the North line of that certain Jefferson County Drainage District No. 7 called 17.8537-acre tract of land, being more fully described as Easement Tract 136, and recorded in Volume 1784, Page 32 of the Deed Records of Jefferson County, Texas, and being in the North right-of-way line of Waco Avenue (70-foot public right-of-way), having a coordinate value of N: 13,898,888.65 and E: 3,574,310.14, from which a 5/8-inch iron rod with aluminum disc found for the most Southerly Southeast corner of Tract I, bears South 08 deg. 03 min. 27 sec. East, a distance of 13.95 feet;

THENCE North 08 deg. 06 min. 50 sec. West, along and with a South line of said Tract I, same being the North right-of-way line of Waco Avenue, a distance of 42.12 feet to an angle point;

THENCE North 53 deg. 20 min. 23 sec. West, along and with a South line of said Tract I, same being the North right-of-way line of Waco Avenue, a distance of 13.34 feet to a point for corner at the **POINT OF BEGINNING** at the Southeast corner of said 0.631-acre Temporary Work Area Easement, having a coordinate value of N: 13,898,938.32 and E: 3,574,293.50;

THENCE North 53 deg. 20 min. 23 sec. West, along and with the South line of said 0.631-acre Temporary Work Area Easement and said Tract I, same being the North right-of-way line of Waco Avenue, a distance of 161.49 feet to a point for corner at the Southwest corner of said 0.631-Acre Temporary Work Area Easement;

THENCE North 34 deg. 15 min. 15 sec. East, along and with a West line of said 0.631-acre Temporary Work Area Easement, a distance of 109.80 feet to a point for corner at an angle corner;

THENCE South 56 deg. 25 min. 39 sec. East, along and with a West line of said 0.631-acre Temporary Work Area Easement, a distance of 29.01 feet to a point for corner;

THENCE North 88 deg. 04 min. 10 sec. East, along and with a West line of said 0.631-acre Temporary Work Area Easement, a distance of 8.42 feet to a point for corner;

THENCE North 15 deg. 09 min. 38 sec. East, along and with a West line of said 0.631-acre Temporary Work Area Easement, a distance of 198.60 feet to a point for corner, at the beginning of a curve to the right, having a radius of 30.01 feet, a delta angle of 69 deg. 07 min. 08 sec., a chord bearing of N 46 deg. 37 min. 57 sec. East, and a chord distance of 34.05 feet;

THENCE along with said curve to the right, a distance of 36.20 feet to a point for corner;

THENCE North 77 deg. 09 min. 41 sec. East, a distance of 7.04 feet to a point for corner at the Northeast corner of said 0.631-acre Temporary Work Area Easement;

THENCE South 06 deg. 54 min. 54 sec. West, along and with an East line of said 0.631-acre Temporary Work Area Easement, a distance of 17.18 feet to a point for corner;

THENCE South 04 deg. 34 min. 34 sec. West, along and with an East line of said 0.631-acre Temporary Work Area Easement, a distance of 5.61 feet to a point for corner;

THENCE South 04 deg. 25 min. 12 sec. West, along and with an East line of said 0.631-acre Temporary Work Area Easement, a distance of 5.69 feet to a point for corner;

THENCE South 04 deg. 25 min. 12 sec. West, along and with an East line of said 0.631-acre Temporary Work Area Easement, a distance of 164.76 feet to a point for corner;

THENCE South 04 deg. 45 min. 25 sec. West, along and with an East line of said 0.631-acre Temporary Work Area Easement, a distance of 130.59 feet to a point for corner;

THENCE South 18 deg. 33 min. 17 sec. West, along and with an East line of said 0.631-acre Temporary Work Area Easement, a distance of 68.88 feet to the **POINT OF BEGINNING**, containing 0.631-acre of land, more or less.

0.033-Acre PAV03C-3 Subterranean Pilings Easement

BEING a 0.033-acre subterranean pilings easement out of and a part of that certain Jefferson County called 4.0883-acre tract of land, being more fully described as Tract I, and recorded in Clerk's File No. 105-23-0405 of the Official Public Records of Jefferson County, Texas, and being out of Lots 1-5, Block 151, recorded in Volume 2, Page 2 of the Map Records of Jefferson County, Texas. Said 0.033-acre tract being situated in the J. Butler Survey, Abstract No. 9, Jefferson County, Texas.

COMMENCING at a 5/8-inch iron rod found in the Southeast line of said Tract I, same being an angle corner in the Northwest line of that certain Jefferson County Drainage District No. 7 called 17.8537-acre tract of land, being more fully described as Easement Tract 136, and recorded in Volume 1784, Page 32 of the Deed Records of Jefferson County, Texas, and being in the North right-of-way line of Waco Avenue (70-foot public right-of-way), having a coordinate value of N: 13,898,888.65 and E: 3,574,310.14, from which a 5/8-inch iron rod with aluminum disc found for the most Southerly Southeast corner of Tract I, bears South 08 deg. 03 min. 27 sec. East, a distance of 13.95 feet;

THENCE North 03 deg. 45 min. 29 sec. East, over and across said 4.0883-acre tract, a distance of 245.64 feet to a point at the Southwest corner of said 0.033-acre tract and the **POINT OF BEGINNING**, having a coordinate value of N: 13,899,133.76 and E: 3,574,326.24;

THENCE North 04 deg. 25 min. 12 sec. East, along and with the West line of said 0.033-acre tract, a distance of 164.76 feet to a point for corner at the Northwest corner of said 0.033-acre tract;

THENCE South 73 deg. 31 min. 14 sec. East, along and with the North line of said 0.033-acre tract, a distance of 8.93 feet to a point for corner at the Northeast corner of said 0.033-acre tract;

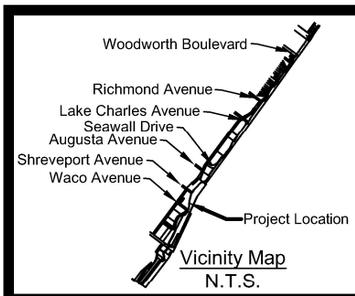
THENCE South 04 deg. 25 min. 14 sec. West, along and with the East line of said 0.033-acre tract, a distance of 163.56 feet to a point for corner at the Southeast corner of said 0.033-acre tract;

THENCE North 81 deg. 16 min. 24 sec. West, along and with the South line of said 0.033-acre tract, a distance of 8.76 feet to a **POINT OF BEGINNING**, containing 0.033-acre of land, more or less;

All bearings are based upon the Texas State Plane Coordinate System of 1983 (2011), South Central Zone '4204' (US Survey foot). All acreages and distances shown are grid.

Carl E. Duckworth II
Registered Professional Land Surveyor No. 6816





Vicinity Map
N.T.S.

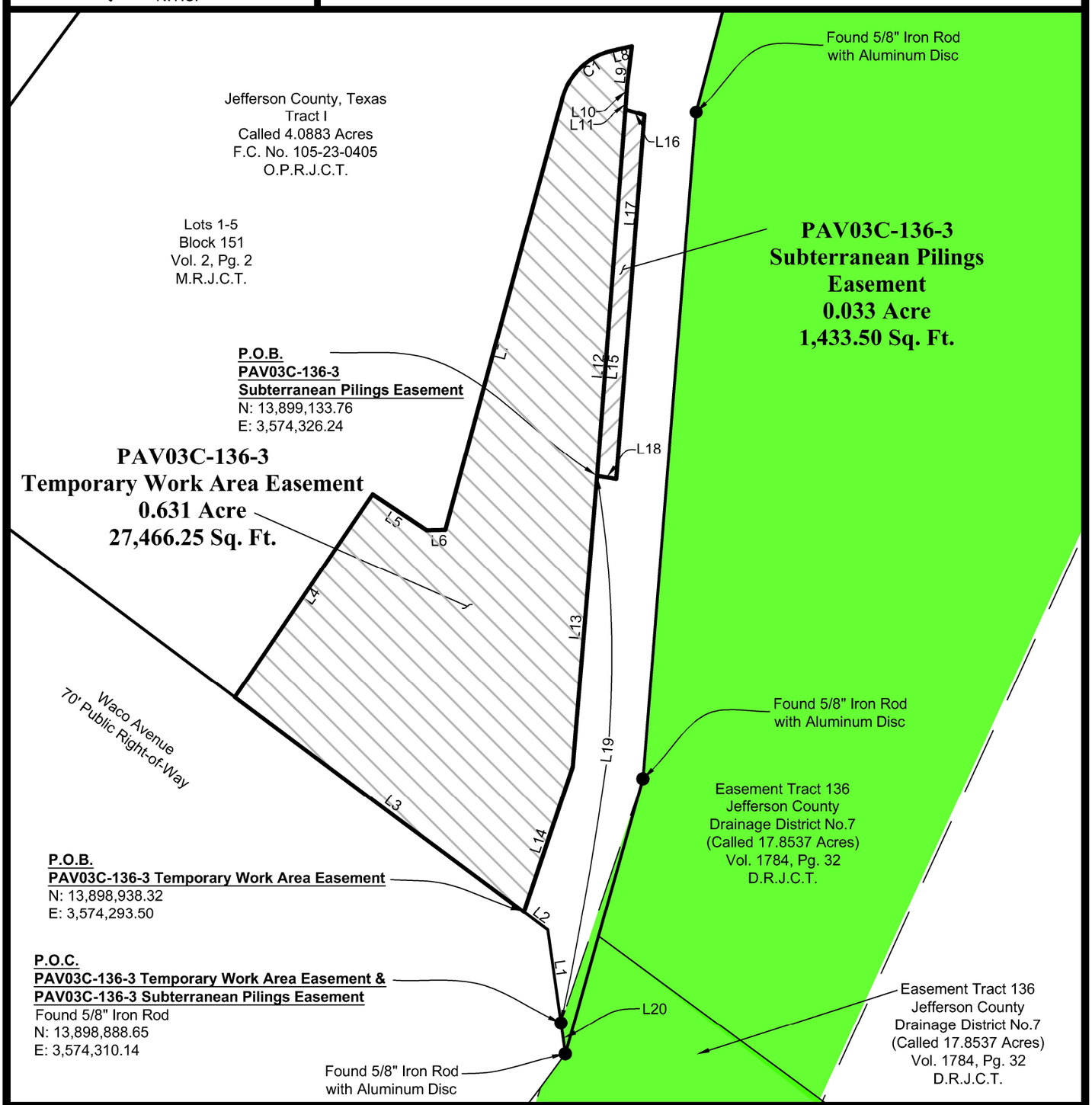
Exhibit "A"
Jefferson County, Texas

J. Butler Survey
Abstract No. 9

PAV03C-136-3 Temporary Work Area Easement = 0.631 Acre
PAV03C-136-3 Subterranean Pilings Easement = 0.033 Acre

N
W E
S

0 60 120 Feet



Legend :

	Subterranean Pilings Easement
	Temporary Work Area Easement
	Existing Easement
●	Found Monument (as described)
P.O.B.	Point of Beginning
D.R.J.C.T.	Deed Records Jefferson County, Texas
O.P.R.J.C.T.	Official Public Records Jefferson County, Texas
M.R.J.C.T.	Map Records Jefferson County, Texas

Surveyor's Certification

The undersigned does hereby certify that this survey plat accurately represents an on the ground survey made under my direct supervision in November and December 2025, and January and February 2026.

Carl E. Duckworth II, RPLS
Registered Professional Land Surveyor No. 6816

STATE OF TEXAS
REGISTERED
CARL E. DUCKWORTH II
6816
PROFESSIONAL
LAND SURVEYOR

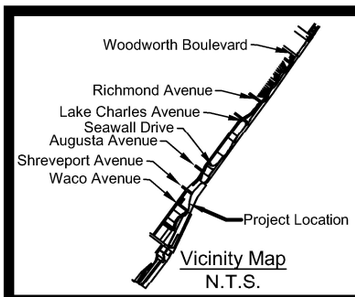
Note :

1. All bearings are based upon the Texas State Plane Coordinate System of 1983 (2011), South Central Zone '4204' (U.S. Survey Foot). All distances and acreages are grid.
2. This plat is being submitted along with a Surveyor's Field Note Description of the hereon described tract.
3. Nothing in this survey is intended to express an opinion regarding ownership of title to any property.
4. This is an easement drawing and is not intended to represent a boundary survey.

Drawn by: MAG/KPA
Rev "5"
Sheet No. 1 of 2

FB PG: FBXXX-PXXX
OCTOBER 07, 2026
JOB NO. LJAS494-2507

LJA SURVEYING, INC.
2615 Calder Ave, Suite 500
Beaumont, Texas 77702
Tel: 409.833.3363
Fax: 409.833.0317
TBPELS Firm No. 10194382

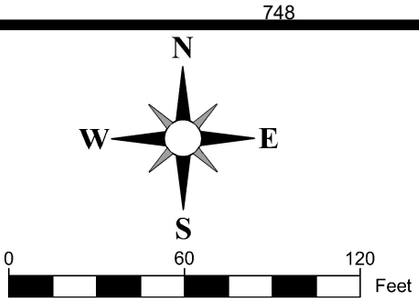


Vicinity Map
N.T.S.

Exhibit "A"
Jefferson County, Texas

J. Butler Survey
Abstract No. 9

PAV03C-136-3 Temporary Work Area Easement = 0.631 Acre
PAV03C-136-3 Subterranean Pilings Easement = 0.033 Acre



Line Table		
Line #	Direction	Length
L1	N08° 06' 50"W	42.12
L2	N53° 20' 23"W	13.34
L3	N53° 20' 23"W	161.49
L4	N34° 15' 15"E	109.80
L5	S56° 25' 39"E	29.01
L6	N88° 04' 10"E	8.42
L7	N15° 09' 38"E	198.60
L8	N77° 09' 41"E	7.04
L9	S06° 54' 54"W	17.18
L10	S04° 34' 34"W	5.61
L11	S04° 25' 12"W	5.69
L12	S04° 25' 12"W	164.76
L13	S04° 45' 25"W	130.59
L14	S18° 33' 17"W	68.88
L15	N04° 25' 12"E	164.76
L16	S73° 31' 14"E	8.93
L17	S04° 25' 14"W	163.56
L18	N81° 16' 24"W	8.76
L19	N03° 45' 29"E	245.64
L20	S08° 03' 27"E	13.95

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	36.20	30.01	069° 07' 08"	N46° 37' 57"E	34.05

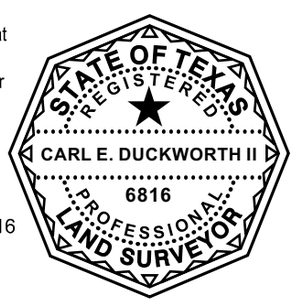
Legend :

	Subterranean Pilings Easement
	Temporary Work Area Easement
	Existing Easement
●	Found Monument (as described)
P.O.B.	Point of Beginning
D.R.J.C.T.	Deed Records Jefferson County, Texas
O.P.R.J.C.T.	Official Public Records Jefferson County, Texas
M.R.J.C.T.	Map Records Jefferson County, Texas

Surveyor's Certification

The undersigned does hereby certify that this survey plat accurately represents an on the ground survey made under my direct supervision in November and December 2025, and January and February 2026.

Carl E. Duckworth II, RPLS
Registered Professional Land Surveyor No. 6816



Drawn by: MAG/KPA
Rev "5"
Sheet No. 2 of 2

FB PG: FBXXX-PXXX
OCTOBER 07, 2026
JOB NO. LJAS494-2507

Note :

1. All bearings are based upon the Texas State Plane Coordinate System of 1983 (2011), South Central Zone '4204' (U.S. Survey Foot). All distances and acreages are grid.
2. This plat is being submitted along with a Surveyor's Field Note Description of the hereon described tract.
3. Nothing in this survey is intended to express an opinion regarding ownership of title to any property.
4. This is an easement drawing and is not intended to represent a boundary survey.

LJA SURVEYING, INC.
2615 Calder Ave, Suite 500
Beaumont, Texas 77702
Tel: 409.833.3363
Fax: 409.833.0317
TBPELS Firm No. 10194382

EXHIBIT "B"

October 6, 2026

Surveyor's Field Note Description: **0.044-Acre PAV03C-136-2 Temporary Work Area Easement**

BEING a 0.044-acre Temporary Work Area Easement out of and a part of that certain Jefferson County tract of land, being more fully described as Tract 5B (1.628-acres), being more fully described and recorded in Clerk's File No. 2014037745 of the Official Public Records of Jefferson County, Texas. Said 0.044-acre Temporary Work Area Easement being situated in the J. Butler Survey, Abstract No. 9, Jefferson County, Texas.

COMMENCING at a 5/8-inch iron rod with aluminum disc found at the Southeast corner of said Tract 5B, same being in the West line of that certain Jefferson County Drainage District No. 7 called 17.8537-acre tract of land, being more fully described as Easement Tract 136, and recorded in Volume 1784, Page 32 of the Deed Records of Jefferson County, Texas, same being the Northeast corner of that certain Jefferson County, Texas called 4.0883-acre tract of land, being more fully described as Tract I, and recorded in Film Code No. 105-23-0405 of said Official Public Records, having a coordinate value of N: 13,899,644.09 and E: 3,574,467.25;

THENCE North 03 deg. 40 min. 18 sec. East, over and across said Tract 5B, a distance of 93.52 feet to the **POINT OF BEGINNING** and the Southwest corner of the herein described 0.044-acre Temporary Work Area Easement, having a coordinate value of N: 13,899,737.41 and E: 3,574,473.24;

THENCE North 36 deg. 09 min. 23 sec. East, along and with the West line of said 0.044-acre Temporary Work Area Easement, a distance of 150.42 feet to a point for corner at the Northwest corner of said 0.044-acre Temporary Work Area Easement;

THENCE South 56 deg. 24 min. 15 sec. East, along and with the North line of said 0.044-acre Temporary Work Area Easement, a distance of 14.72 feet to a point for corner at the Northeast corner of said 0.044-acre Temporary Work Area Easement;

THENCE South 35 deg. 32 min. 13 sec. West, along and with the East line of said 0.044-acre Temporary Work Area Easement, a distance of 6.86 feet to a point for corner in the East line of said 0.044-acre Temporary Work Area Easement;

THENCE South 43 deg. 45 min. 07 sec. West, along and with the East line of said 0.044-acre Temporary Work Area Easement, a distance of 25.76 feet to a point for corner in the East line of said 0.044-acre Temporary Work Area Easement;

THENCE South 34 deg. 17 min. 42 sec. West, along and with the East line of said 0.044-acre Temporary Work Area Easement, a distance of 102.24 feet to a point for corner in the East line of said 0.044-acre Temporary Work Area Easement;

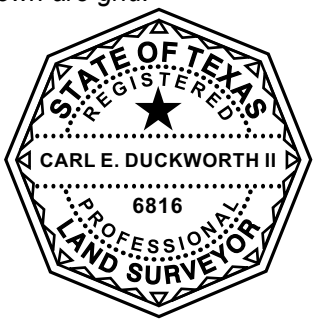
THENCE North 55 deg. 42 min. 04 sec. West, along and with the East line of said 0.044-acre Temporary Work Area Easement, a distance of 5.00 feet to a point for corner in the East line of said 0.044-acre Temporary Work Area Easement;

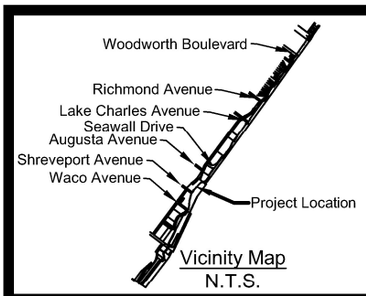
THENCE South 34 deg. 17 min. 43 sec. West, along and with the East line of said 0.044-acre Temporary Work Area Easement, a distance of 15.85 feet to a point for corner for the Southeast corner of said 0.044-acre Temporary Work Area Easement;

THENCE North 56 deg. 36 min. 40 sec. West, along and with the South line of said 0.044-acre Temporary Work Area Easement, a distance of 10.23 feet to the **POINT OF BEGINNING**, containing 0.044-acre of land, more or less.

All bearings are based upon the Texas State Plane Coordinate System of 1983 (2011), South Central Zone '4204' (US Survey foot). All acreages and distances shown are grid.

Carl E. Duckworth II
Registered Professional Land Surveyor No. 6816





Vicinity Map
N.T.S.

Exhibit "B"
Jefferson County, Texas

J. Butler Survey
Abstract No. 9

PAV03C-136-2 Temporary Work Area Easement = 0.044 Acre

N

W E

S

0 60 120
Feet

Line Table		
Line #	Direction	Length
L1	N03° 40' 18"E	93.52
L2	N36° 09' 23"E	150.42
L3	S56° 24' 15"E	14.72
L4	S35° 32' 13"W	6.86
L5	S43° 45' 07"W	25.76
L6	S34° 17' 42"W	102.24
L7	N55° 42' 04"W	5.00
L8	S34° 17' 43"W	15.85
L9	N56° 36' 40"W	10.23

4th Street
70' Public Right-of-Way

Tract 5A
Remainder of
1.947 Acres

Jefferson County, Texas
Tracts 5A and 5B
Clerks File No. 2014037745
O.P.R.J.C.T.

4' Wide Utility Easement
Vol. 472, 616
O.P.R.J.C

Tract 5B
1.628 Acres

PAV03C-136-2
Temporary Work Area Easement
0.044 Acre
1,924.66 Sq. Ft.

Abandoned Lakeshore Dr.
80.0' ROW Easement
Vol. 1739, Pg. 470
J.C.D.R.

P.O.B.
PAV03C-136-2 Temporary Work Area Easement
N: 13,899,737.41
E: 3,574,473.24

Shreveport Avenue
(Abandoned per City Ordinance Nos. 14-06, 14-24 and 69-58)

L1 L2 L3 L4 L5 L6 L7 L8 L9

Easement Tract 136
Jefferson County
Drainage District No.7
(Called 17.8537 Acres)
Vol. 1784, Pg. 32
D.R.J.C.T.

P.O.C.
PAV03C-136-2 Temporary Work Area Easement
Found 5/8" Iron Rod with
Aluminum Disc
N: 13,899,644.09
E: 3,574,467.25

Jefferson County, Texas
Tract I
Called 4.0883 Acres
F.C. No. 105-23-0405
O.P.R.J.C.T.

Legend :

	Temporary Work Area Easement
	Existing Easement
●	Found Monument (as described)
P.O.B.	Point of Beginning
D.R.J.C.T.	Deed Records Jefferson County, Texas
O.P.R.J.C.T.	Official Public Records Jefferson County, Texas

Surveyor's Certification

The undersigned does hereby certify that this survey plat accurately represents an on the ground survey made under my direct supervision in November and December 2025, and January and February 2026.

Carl E. Duckworth II, RPLS
Registered Professional Land Surveyor No. 6816

STATE OF TEXAS
REGISTERED
CARL E. DUCKWORTH II
6816
PROFESSIONAL
LAND SURVEYOR

Drawn by: MAG/KPA
Rev "4"
Sheet No. 1 of 1

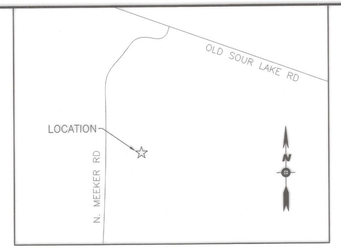
FB PG: FBXXX-PXXX
OCTOBER 07, 2026
JOB NO. LJAS494-2507

Note :

1. All bearings are based upon the Texas State Plane Coordinate System of 1983 (2011), South Central Zone '4204' (U.S. Survey Foot). All distances and acreages are grid.
2. This plat is being submitted along with a Surveyor's Field Note Description of the hereon described tract.
3. Nothing in this survey is intended to express an opinion regarding ownership of title to any property.

LJA SURVEYING, INC.
2615 Calder Ave, Suite 500
Beaumont, Texas 77702
Tel: 409.833.3363
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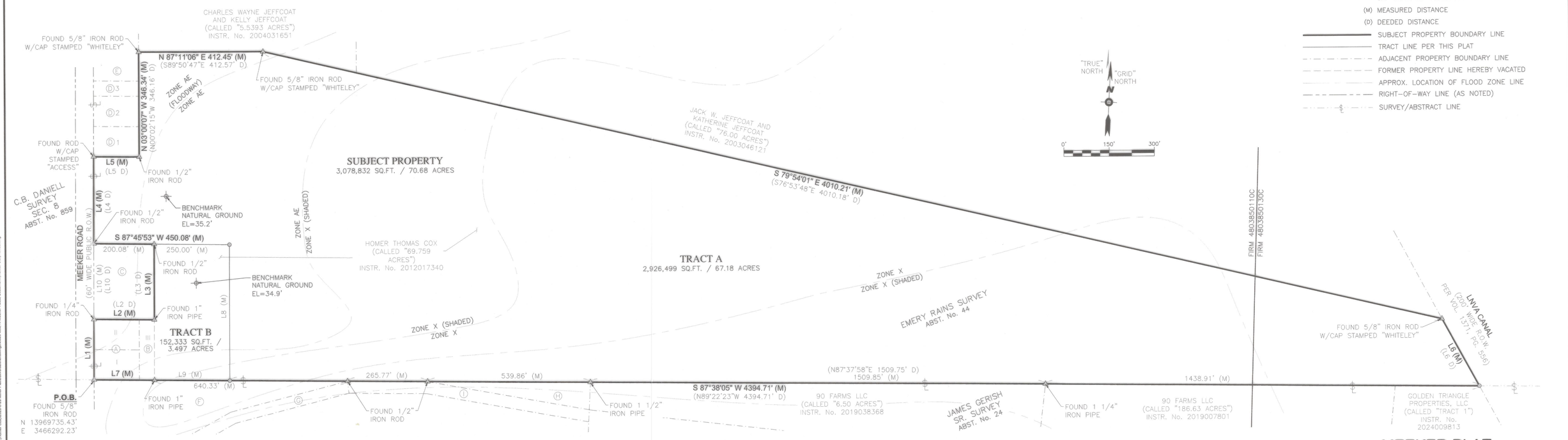
Ⓐ	DAVID AND ANDREA STICKER (CALLED "TRACT I & II") INSTR. No. 2007018189	Ⓕ	MEEKER MUNICIPAL WATER DISTRICT (CALLED "TRACT I") INSTR. No. 9534015
Ⓑ	DAVID AND ANDREA STICKER (CALLED "TRACT III") INSTR. No. 2007018189	Ⓖ	MEEKER MUNICIPAL WATER DISTRICT (CALLED "TRACT II") INSTR. NO. 9534015
Ⓒ	KATRINA A. FAGGARD AND SHANNON K. FAGGARD (CALLED "1.14 ACRES") INSTR. No. 2019014948	Ⓗ	MEEKER MUNICIPAL WATER DISTRICT (CALLED "TRACT III") INSTR. NO. 9534015
Ⓓ	HOMER T. COX AND SHELLEY GOLDSTEIN (CALLED "TRACT 1, 2, & 3") INSTR. No. 2023003998	Ⓘ	MEEKER MUNICIPAL WATER DISTRICT (CALLED "TRACT IV") INSTR. NO. 9534015
Ⓔ	MEEKER BAPTIST CHURCH (CALLED "150'X196'") VOL. 1636, PG. 91		



VICINITY MAP
SCALE: 1" = 1000'

Line Table		
No.	Bearing	Dist.
L1 (M)	N 2°53'35" W	199.78'
L2 (M)	N 87°36'54" E	200.13'
L2 (D)	S 89°26'45" E	200.11'
L3 (M)	N 2°50'54" W	249.68'
L3 (D)	N 00°00'11" E	250.03'
L4 (M)	N 2°47'15" W	287.26'
L4 (D)	N 00°14'55" E	287.35'
L5 (M)	N 87°36'45" E	150.95'
L5 (D)	S 89°27'55" E	150.91'

Line Table		
No.	Bearing	Dist.
L6 (M)	S 31°54'25" E	254.49'
L6 (D)	S 28°57'04" E	254.08'
L7 (M)	S 87°40'50" W	199.98'
L8 (M)	S 2°50'58" E	449.12'
L9 (M)	S 87°38'05" W	250.00'
L10 (M)	N 2°50'11" W	250.20'
L10 (D)	NORTH	250.06'



LEGEND

- FOUND MONUMENT AS SHOWN
- SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "AW&C LLC"
- (M) MEASURED DISTANCE
- (D) DEEDED DISTANCE
- SUBJECT PROPERTY BOUNDARY LINE
- TRACT LINE PER THIS PLAT
- ADJACENT PROPERTY BOUNDARY LINE
- FORMER PROPERTY LINE HEREBY VACATED
- APPROX. LOCATION OF FLOOD ZONE LINE
- RIGHT-OF-WAY LINE (AS NOTED)
- SURVEY/ABSTRACT LINE

LEGAL DESCRIPTION (AS SURVEYED):

BEING A 70.68-ACRE PARCEL OF LAND IN THE EMERY RAINS SURVEY, ABSTRACT NO. 44, JEFFERSON COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "69.759 ACRES" IN DEED TO HOMER THOMAS COX, RECORDED UNDER INSTRUMENT NO. 2012017340, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, AND BEING ALL OF THOSE CERTAIN PARCELS OF LAND DESCRIBED AS "TRACT I, II & III" IN DEED TO DAVID STICKER AND ANDREA STICKER, RECORDED UNDER INSTRUMENT NO. 2007018189, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF MEEKER ROAD, A 60-FOOT-WIDE PUBLIC RIGHT-OF-WAY, IN THE NORTH LINE OF THE JAMES GERISH SR. SURVEY, ABSTRACT NO. 24, FOR THE SOUTHWEST CORNER OF THE C. B. DANIELS SURVEY, SECTION NO. 8, ABSTRACT NO. 859, SAME BEING THE SOUTHWEST CORNER OF THE EMERY RAINS SURVEY, ABSTRACT NO. 44, FOR THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "TRACT I" IN DEED TO MEEKER MUNICIPAL WATER DISTRICT, RECORDED UNDER INSTRUMENT NO. 9534015, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, SAME BEING THE SOUTHWEST CORNER OF THE SAID "TRACT I" STICKER PARCEL OF LAND, AND FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND, SAID IRON ROD HAVING A TEXAS COORDINATE VALUE OF NORTH 13,969,735.43 FEET AND EAST 3,466,292.23 FEET;

THENCE NORTH 03° 53' 35" WEST, ALONG AND WITH THE EAST RIGHT-OF-WAY LINE OF MEEKER ROAD, SAME BEING THE EAST LINE OF THE C. B. DANIELS SURVEY, SEC. NO. 8, ABST. NO. 859, SAME BEING THE WEST LINE OF THE EMERY RAINS SURVEY, ABST. NO. 44, SAME BEING THE WEST LINE OF THE SAID "TRACT I" AND "TRACT II" STICKER PARCELS OF LAND, A DISTANCE OF 199.78 FEET TO A 1/4 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF THE SAID "TRACT II" STICKER PARCEL OF LAND, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "1.14 ACRES" IN DEED TO KATRINA A. FAGGARD AND SHANNON K. FAGGARD, RECORDED UNDER INSTRUMENT NO. 2019014948, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, AND FOR A SOUTHERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE NORTH 87° 36' 54" EAST (CALLED SOUTH 89° 26'45 EAST), ALONG AND WITH THE SOUTH LINE OF SAID "1.14 ACRES" PARCEL OF LAND, SAME BEING THE NORTH LINES OF "TRACT II" AND "TRACT III" STICKER PARCELS OF LAND, A DISTANCE OF 200.13 FEET (CALLED 200.11 FEET), TO A 1 INCH IRON PIPE FOUND IN THE MOST SOUTHERLY WEST LINE OF THE SAID "69.759 ACRES" PARCEL OF LAND, FOR THE NORTHEAST CORNER OF SAID "TRACT II" STICKER PARCEL OF LAND, SAME BEING THE SOUTHEAST CORNER OF THE SAID "1.14 ACRES" PARCEL OF LAND, FOR AN INTERIOR ELL CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE NORTH 02° 50' 54" WEST (CALLED NORTH 00° 00' 11" EAST), ALONG AND WITH THE SOUTHERLY WEST LINE OF SAID "69.759 ACRES" PARCEL OF LAND, SAME BEING THE EAST LINE OF SAID "1.14 ACRES" PARCEL OF LAND, A DISTANCE OF 249.68 FEET (CALLED 250.03 FEET), TO A 1/2 INCH IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID "69.759 ACRES" PARCEL OF LAND, FOR THE NORTHEAST CORNER OF THE SAID "1.14 ACRES" PARCEL OF LAND, AND FOR AN INTERIOR ELL CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE SOUTH 87° 45' 53" WEST (CALLED NORTH 89° 26' 30" WEST), ALONG AND WITH A SOUTHERLY LINE OF SAID "69.759 ACRES" PARCEL OF LAND, SAME BEING THE NORTH LINE OF SAID "1.14 ACRES" PARCEL OF LAND, A DISTANCE OF 200.08 FEET (CALLED 199.92 FEET) TO A 1/2 INCH IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF MEEKER ROAD, SAME BEING THE EAST LINE OF THE C. B. DANIELS SURVEY, SEC. NO. 8, ABST. NO. 859, SAME BEING THE WEST LINE OF THE EMERY RAINS SURVEY, ABST. NO. 44, FOR THE NORTHWEST CORNER OF SAID "1.14 ACRES" PARCEL OF LAND, SAME BEING THE MOST WESTERLY SOUTHWEST CORNER OF SAID "69.759 ACRES" PARCEL OF LAND, AND FOR A NORTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE NORTH 02° 47' 15" WEST (CALLED NORTH 00° 14' 55" EAST), ALONG AND WITH THE EAST RIGHT-OF-WAY LINE OF MEEKER ROAD, SAME BEING THE EAST LINE OF THE C. B. DANIELS SURVEY, SEC. NO. 8, ABST. NO. 859, SAME BEING THE WEST LINE OF THE EMERY RAINS SURVEY, ABST. NO. 44, SAME BEING THE MOST WESTERLY LINE OF THE SAID "69.759 ACRES" PARCEL OF LAND, A DISTANCE OF 287.26 FEET (CALLED 287.35 FEET) TO A ROD WITH CAP STAMPED "ACCESS" FOUND FOR THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "TRACT I" IN DEED TO HOMER T. COX AND SHELLEY GOLDSTEIN RECORDED UNDER INSTRUMENT NO. 2023003998, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, FOR THE MOST WESTERLY NORTHWEST CORNER OF THE SAID "69.759 ACRES" PARCEL OF LAND, AND FOR THE MOST WESTERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE NORTH 87° 36' 45" EAST (CALLED SOUTH 89° 27' 55" EAST), ALONG AND WITH THE SOUTH LINE OF THE SAID "TRACT 1", SAME BEING A WESTERLY NORTH LINE OF THE SAID "69.759 ACRES" PARCEL OF LAND, A DISTANCE OF 150.95 FEET (CALLED 150.91 FEET) TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE SAID "TRACT 1", FOR AN INTERIOR ELL CORNER OF THE SAID "69.759 ACRES" PARCEL OF LAND, AND FOR AN INTERIOR ELL CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE NORTH 03° 00' 07" WEST (CALLED NORTH 00° 02' 15" WEST), ALONG AND WITH THE EAST LINE OF THE SAID "TRACT 1", "TRACT 2", AND "TRACT 3" COX PARCELS OF LAND, AND ALONG AND WITH THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO MEEKER BAPTIST CHURCH, RECORDED IN VOLUME 1636, PAGE 91, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, A DISTANCE OF 346.34 FEET (CALLED 346.16 FEET) TO A 5/8 INCH IRON ROD WITH CAP STAMPED "WHITELEY" IN THE EAST LINE OF SAID MEEKER BAPTIST CHURCH PARCEL OF LAND, FOR THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "5.5393 ACRES" IN DEED TO CHARLES WAYNE JEFFCOAT AND KELLY JEFFCOAT, RECORDED UNDER INSTRUMENT NO. 2004031651, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, FOR THE MOST NORTHERLY NORTHWEST CORNER OF THE SAID "69.759 ACRES" PARCEL OF LAND, AND FOR THE MOST NORTHERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE NORTH 87° 11' 06" EAST (CALLED SOUTH 89° 50' 47" EAST), ALONG AND WITH THE SOUTH LINE OF THE SAID "5.5393 ACRES" PARCEL OF LAND, SAME BEING THE NORTH LINE OF THE SAID "69.759 ACRES" PARCEL OF LAND, A DISTANCE OF 412.45 FEET (CALLED 412.57 FEET) TO A 5/8 INCH IRON ROD WITH CAP STAMPED "WHITELEY" FOUND FOR A NORTH ANGLE CORNER OF THE SAID "69.759 ACRES" PARCEL OF LAND, AND FOR A NORTH ANGLE CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE SOUTH 79° 54' 01" EAST (CALLED SOUTH 76° 53' 48" EAST), ALONG AND WITH THE SOUTH LINE OF SAID "5.5393 ACRES" PARCEL OF LAND, AND ALONG AND WITH THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "76.00 ACRES" IN DEED TO JACK W. JEFFCOAT AND KATHERINE JEFFCOAT, RECORDED UNDER INSTRUMENT NO. 2003046121, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, SAME BEING THE NORTH LINE OF THE SAID "69.759 ACRES" PARCEL OF LAND, A DISTANCE OF 4010.21 FEET (CALLED 4010.18 FEET) TO A 5/8" IRON ROD WITH CAP STAMPED "WHITELEY" FOUND IN THE WEST LINE OF A 200-FOOT-WIDE LNVA CANAL EASEMENT RECORDED IN VOLUME 1371, PAGE 556, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THE SAID "76.00 ACRES" PARCEL OF LAND, FOR THE NORTHEAST CORNER OF THE SAID "69.759 ACRES" PARCEL OF LAND, AND FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE SOUTH 31° 54' 25" EAST (CALLED SOUTH 28° 57' 04" EAST), ALONG AND WITH THE WEST LINE OF SAID LNVA CANAL, SAME BEING THE EAST LINE OF SAID "69.759 ACRES" PARCEL OF LAND, A DISTANCE OF 254.49 FEET (CALLED 254.08 FEET) TO A 1/2 INCH REBAR WITH YELLOW PLASTIC CAP STAMPED "AW&C LLC" SET IN THE SOUTH LINE OF THE EMERY RAINS SURVEY, ABST. NO. 44, SAME BEING THE NORTH LINE OF THE JAMES GERISH SR. SURVEY, ABST. NO. 24, FOR THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "TRACT 1" IN DEED TO GOLDEN TRIANGLE PROPERTIES, LLC, RECORDED UNDER INSTRUMENT NO. 2024009813, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THE SAID "69.759 ACRES" PARCEL OF LAND, AND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE SOUTH 87° 38' 05" WEST (CALLED NORTH 89° 22' 23" WEST), ALONG AND WITH THE SOUTH LINE OF THE EMERY RAINS SURVEY, ABST. NO. 44, SAME BEING THE NORTH LINE OF THE JAMES GERISH SR. SURVEY, ABST. NO. 24, SAME BEING THE SOUTH LINE OF THE SAID "69.759 ACRES" PARCEL OF LAND, AND ALONG AND WITH THE NORTH LINE OF THE SAID "TRACT 1" GOLDEN TRIANGLE PARCEL OF LAND, AND THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "186.63 ACRES" IN DEED TO 90 FARMS, LLC, RECORDED UNDER INSTRUMENT NO. 2019007801, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, A DISTANCE OF 1438.91 FEET TO A 1-1/4 INCH IRON PIPE FOUND FOR THE NORTHWEST CORNER OF THE SAID "186.63 ACRES" PARCEL OF LAND, SAME BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "6.50 ACRES" IN DEED TO 90 FARMS, LLC, RECORDED UNDER INSTRUMENT NO. 2019038368, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, THEN CONTINUING ALONG AND WITH THE NORTH LINE OF SAID "6.50 ACRES" PARCEL OF LAND, A DISTANCE OF 1509.85 FEET TO A 1-1/2 INCH IRON PIPE FOUND FOR THE NORTHWEST CORNER OF SAID "6.50 ACRES" PARCEL OF LAND, FOR THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "TRACT III" IN DEED TO MEEKER MUNICIPAL WATER DISTRICT, RECORDED UNDER INSTRUMENT NO. 9534015, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, THEN CONTINUING ALONG AND WITH THE NORTH LINE OF SAID "TRACT III" A DISTANCE OF 539.86 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID "TRACT III", FOR A NORTH EASTERLY CORNER OF "TRACT IV" OF THE COMMON INSTRUMENT TO MEEKER MUNICIPAL WATER DISTRICT, THEN CONTINUING ALONG AND WITH THE NORTH LINE OF SAID "TRACT IV", A DISTANCE OF 265.77 FEET TO A 1/2 INCH IRON ROD FOR A NORTHWESTERLY CORNER OF SAID "TRACT IV", SAME BEING THE NORTHEAST CORNER OF "TRACT I" OF THE COMMON INSTRUMENT TO THE MEEKER MUNICIPAL WATER DISTRICT, AND CONTINUING ALONG AND WITH THE NORTH LINE OF SAID "TRACT I", FOR A TOTAL DISTANCE OF 4394.71 FEET (CALLED 4394.71 FEET) TO A 1 INCH IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF THE AFOREMENTIONED "TRACT III" STICKER PARCEL OF LAND, FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE SAID "69.759 ACRES" PARCEL OF LAND;

THENCE SOUTH 87° 40' 50" WEST, ALONG AND WITH THE SOUTH LINE OF THE EMERY RAINS SURVEY, ABST. NO. 44, SAME BEING THE NORTH LINE OF THE JAMES GERISH SR. SURVEY, ABST. NO. 24, SAME BEING THE SOUTH LINES OF "TRACT III" AND "TRACT I" STICKER PARCELS OF LAND, SAME BEING THE NORTH LINE OF THE SAID "TRACT I" MEEKER MUNICIPAL WATER DISTRICT PARCEL OF LAND, A DISTANCE OF 199.98 FEET TO THE POINT OF BEGINNING, CONTAINING 3,078,832 SQUARE FEET OR 70.68 ACRES OF LAND.

MEEKER PLAT

A MINOR PLAT OF 70.68-ACRES INTO TRACT A (67.18 AC) AND TRACT B (3.497 AC)

OUT OF A 69.759-ACRE AND THREE TRACTS OF LAND IN THE EMERY RAINS SURVEY, ABST. No. 44, JEFFERSON COUNTY, TEXAS

Engineering F-16194
Surveying 10194049
ENGINEERING • SURVEYING • MAPPING
3120 Central Mall Drive
Port Arthur, TX 77642
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awceng.com

JOB NO.: LS26-093 | SCALE: AS SHOWN | DRAWN BY: MLC | CHECKED BY: LSS | SHEET 2 OF 2

LAST PRINTED: Wednesday, September 9, 2026 10:27:51 AM FROM: G:\LS\SURVEY\NON-PROJECTS\2026\LS26-093 N Meeker Road, Beaumont (Homer Cox)\Data\Dwg\LS26-093 N Meeker Road, Beaumont (Homer Cox) notes.dwg

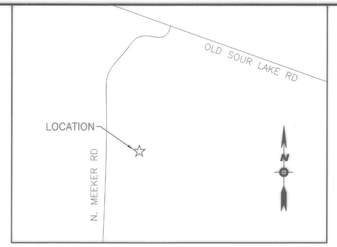
FILED FOR RECORD ON _____, 20_____ AT _____O'CLOCK__.M.
ROXANNE ACOSTA–HELLBERK, COUNTY CLERK, JEFFERSON COUNTY, TEXAS

BY_____

RECORDED ON _____, 20_____ AT_____O'CLOCK__.M.

UNDER COUNTY CLERK FILE No. _____
OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS

BY_____, DEPUTY CLERK



VICINITY MAP
SCALE: 1" = 1000'

GENERAL NOTES:

1. BEARINGS AND GRID DISTANCES INDICATED ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE (4204) AND THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.88) USING GEOID MODEL "GEOID 18". COORDINATE, DISTANCE AND ELEVATION UNITS ARE U.S. SURVEY FEET WITH A CONVERGENCE ANGLE OF 2° 19' 14.17163" AND A COMBINED SCALE FACTOR OF 0.999949742, FOUND AT THE P.O.B., THE POINT OF BEGINNING.
2. THIS SURVEY WAS PERFORMED, AND THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. AND AS SUCH, SOME EASEMENTS MAY NOT BE SHOWN.
3. RECORDED DOCUMENTS SHOWN AND LISTED HEREON REFERENCE THE OFFICIAL RECORDS AND MAP RECORDS OF THE COUNTY CLERK, JEFFERSON COUNTY, TEXAS
4. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE: X, X (SHADED), AE AND AE (FLOODWAY) ON FIRM 4803850110C DATED 08–06–2002 AND ZONE: C ON FIRM 4803850130C DATED 11–20–1991. FLOOD ZONE DETERMINED FROM FEMA MAP, AW&C DOES NOT WARRANT OR NECESSARILY SUBSCRIBE TO THE ACCURACY OF SAID FEMA MAP.
5. SEE ACCOMPANYING METES AND BOUNDS LEGAL DESCRIPTION BELOW ON SHEET 2.
6. NO UNDERGROUND UTILITIES WERE LOCATED AS PART OF THIS SURVEY.
7. JEFFERSON COUNTY CONSTRUCTION REGULATIONS AND STANDARDS APPLY.

DEVELOPMENT REGULATIONS NOTES:

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS PLAT MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

SCHOOL DISTRICT NOTE:

THIS PLAT IS WITHIN THE BOUNDARIES OF THE HARDIN–JEFFERSON ISD.

UTILITY NOTES:

ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY TEXAS, INC.
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN
GAS UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN
WATER UTILITY SERVICE WILL BE PROVIDED BY: MEEKER MUNICIPAL WATER DISTRICT
SEWER UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN
CABLE UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN

SEWAGE DISPOSAL NOTE:

EXISTING STRUCTURE IN THIS PLAT IS CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON–SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

INDIVIDUAL WATER SUPPLY NOTE:

EXISTING STRUCTURE IN THIS PLAT IS CONNECTED TO A PUBLIC WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

DRAINAGE NOTE:

LOT OWNERS WILL NOT BE ALLOWED TO INSTALL CULVERTS/SURFACE DRAINS TO REPLACE THE OPEN DITCH SYSTEM FRONTING THEIR LOTS OTHER THAN THAT ALLOWED BY THE COUNTY FOR DRIVEWAYS.

APPROVED BY THE CITY OF BEAUMONT PLANNING AND ZONING COMMISSION

_____
CHAIRMAN

_____
SECRETARY

ON_____, DAY OF _____, 20___.

_____
DEPUTY

APPROVED BY THE MEEKER MUNICIPAL WATER DISTRICT:

ON THIS 28 DAY OF September

Thomas L Lum 9/28/26
(GENERAL MANAGER) DATE

STATE OF TEXAS
COUNTY OF JEFFERSON

I, _____, JEFFERSON COUNTY ENGINEER, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS.

_____
COUNTY ENGINEER

STATE OF TEXAS
COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONER COURT OF JEFFERSON COUNTY, TEXAS ON THE _____ DAY OF _____, A.D. 20_____, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

_____ _____
COMMISSIONER PRECINCT No. 1 COMMISSIONER PRECINCT No. 2
JEFFERSON COUNTY, TEXAS JEFFERSON COUNTY, TEXAS

_____ _____
COMMISSIONER PRECINCT No. 3 COMMISSIONER PRECINCT No. 4
JEFFERSON COUNTY, TEXAS JEFFERSON COUNTY, TEXAS

_____
COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

CERTIFICATION OF SURVEYOR:

I, LANCE S. SIMMONS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT OR MAP WAS MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT IT ACCURATELY REPRESENTS SAID SURVEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ME OR ARCENEAUX WILSON AND COLE TO DETERMINE OWNERSHIP. THE FIELD WORK WAS COMPLETED ON MAY 26, 2026.

Lance Simmons
LANCE S. SIMMONS, RPLS
TEXAS REGISTRATION NO. 7212
FOR, AND ON BEHALF OF:
ARCENEAUX WILSON & COLE

STATE OF TEXAS · REGISTERED · LANCE S. SIMMONS · 7212 · PROFESSIONAL · LAND SURVEYOR

OWNER'S CERTIFICATION:

STATE OF TEXAS
COUNTY OF JEFFERSON

I, DAVID STICKER, THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS A SUBDIVISION TO THE CITY OF BEAUMONT, COUNTY OF JEFFERSON, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

BY: David Sticker
DAVID STICKER

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, DAVID STICKER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 9th DAY OF September _____, A.D., 2026.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES 3.19.28

OLIVIA MICHELLE BUSBY · Notary Public, State of Texas · Comm. Expires 03-19-2028 · Notary ID 134815636

OWNER'S CERTIFICATION:

STATE OF Texas
COUNTY OF Jefferson

I, HOMER THOMAS COX, THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS A SUBDIVISION TO THE CITY OF BEAUMONT, COUNTY OF JEFFERSON, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

BY: Homer T. Cox
HOMER THOMAS COX

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, DAVID STICKER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 10 DAY OF September _____, A.D., 2026.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES 3.19.28

OLIVIA MICHELLE BUSBY · Notary Public, State of Texas · Comm. Expires 03-19-2028 · Notary ID 134815636

ON–SITE WASTEWATER TREATMENT
MINIMUM APPLICATION AREA REQUIRED FOR SURFACE APPLICATION SYSTEMS

A REQ=_____DAILY USE RATE GAL/DAY
RI ALLOWABLE SURFACE APPLICATION RATE GAL/FT2/DAY

		SPRAYFIELDS		PRESSURE DOSING	
TYPE OF FACILITY	USAGE RATE GAL/DAY	SURFACE APPLICATION RATE GAL/FT2/DAY	SURFACE AREA REQ. FT2	SUBSURFACE APPLICATION RATE** GAL/FT2/DAY	AREA REQ. FT2
SINGLE FAMILY DWELLING (ONE OR TWO BEDROOMS) < 1500 FT2	225	0.035	6428.57	0.2	1125.00
SINGLE FAMILY DWELLING (THREE BEDROOMS) < 2500 FT2	300	0.035	8571.43	0.2	1500.00
SINGLE FAMILY DWELLING (FOUR BEDROOMS) < 3500 FT2	375	0.035	10714.29	0.2	1875.00
SINGLE FAMILY DWELLING (FIVE BEDROOMS) < 4500 FT2	450	0.035	12857.14	0.2	2250.00
SINGLE FAMILY DWELLING (SIX BEDROOMS) < 5500 FT2	525	0.035	15000.00	0.2	2625.00

MEEKER PLAT

A MINOR PLAT OF 70.68-ACRES INTO TRACT A (67.18 AC) AND TRACT B (3.497 AC)

OUT OF A 69.759-ACRE AND THREE TRACTS OF LAND IN THE EMERY RAINS SURVEY, ABST. No. 44, JEFFERSON COUNTY, TEXAS

Engineering F-16194 · Surveying 10194049
ENGINEERING · SURVEYING · MAPPING
3120 Central Mall Drive
Port Arthur, TX 77642
409.724.7888
awceng.com

JOB NO.: LS26-093 | SCALE: AS SHOWN | DRAWN BY: MLC | CHECKED BY: LSS | SHEET 1 OF 2

LAST PRINTED: Wednesday, September 9, 2026 10:38:03 AM FROM: Q:\0-SURVEYING\1-PROJECTS\2026\LS26-093, N Meeker Road, Beaumont (Homer Cox)\Meeker Road, Beaumont (Homer Cox) revise.dwg

TRACTS 8-A & 8-B

4.610 ACRES OF LAND,
REPLAT OF ALL OF LOT 8
GREEN ACRES NORTH
JEFFERSON COUNTY, TEXAS

OWNERSHIP CERTIFICATE

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT WE KRISTI JO YOUNG, MISTY RENEE TODD, JASON SCOTT FOUNTAIN, OWNERS OF TRACTS 8-A & 8-B, 4.610 ACRES OF LAND, ALL OF LOT 8, GREEN ACRES NORTH, VOLUME 12, PAGE. 10, MAP RECORDS, JEFFERSON COUNTY, TEXAS, AS CONVEYED TO US BY DEED DATED 2/20/2026, AND RECORDED IN FILE NUMBER 2026-5493, OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY, TEXAS DO HEREBY SUBDIVIDE LOT 8, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO FORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND IN JEFFERSON COUNTY, TEXAS THIS 24th DAY OF September, 20 26

OWNER KRISTI JO YOUNG

OWNER MISTY RENEE TODD

OWNER JASON SCOTT FOUNTAIN

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KRISTI JO YOUNG, MISTY RENEE TODD, AND JASON SCOTT FOUNTAIN , KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND 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 24th DAY OF September, A.D., 20 26

STACEY GARZA
Notary ID #131136064
My Commission Expires
May 18, 2029

NOTARY PUBLIC IN AND FOR
JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES 5/18/2029 (DATE)

COUNTY APPROVAL CERTIFICATE

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE _____ DAY OF _____, A.D. 20____, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 3
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

COUNTY ENGINEER CERTIFICATION

I, MICHELLE FALGOUT, COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

COUNTY ENGINEER

SURVEYORS CERTIFICATION

I, RANDALL ALVEY CREEL, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

RANDALL ALVEY CREEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6678

STATE OF TEXAS
REGISTERED
RANDALL ALVEY CREEL
6678
PROFESSIONAL
LAND SURVEYOR

Required Clear Space for an OSSF (on Site Sewerage Facility)				
Type of Facility	Usage Rate – Gallons per day (without water saving devices)	Required Clear Area for OSSF (sqft)	Usage Rate – Gallons per day (without water saving devices)	Required Clear Area for OSSF (sqft)
Single Family less than 1500 sqft	225	6428	180	5143
Single Family less than 2500 sqft	300	8572	240	6857
Single Family less than 3500 sqft	375	10714	300	8571
Single Family less than 4500 sqft	450	12857	360	10286
Single Family less than 5500 sqft	525	12857	420	10288
Greater than 5500 sqfteach additional 1500 sqft or increment	75		60	

FILED FOR RECORD _____, 20____ AT_____O'CLOCK ____M.
ROXANNE ACOSTA HELLBERG, COUNTY CLERK, JEFFERSON COUNTY, TEXAS
BY_____RECORDED_____, 20____ AT_____O'CLOCK ____M.
_____DEPUTY CLERK, JEFFERSON COUNTY, TEXAS
RECORDED IN FILE NO._____OFFICIAL PUBLIC RECORDS.

Development Regulations Notes:
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

Municipal/ETJ note:
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.

School District plat note:
THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HAMSHIRE-FANNETT INDEPENDENT SCHOOL DISTRICT.

FEMA flood plain note:
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY COMMUNITY PANEL # 480385-0265-C, DATED 8/6/2002 FLOOD ZONE "X".

Utility notes:
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T
GAS UTILITY SERVICE WILL BE PROVIDED BY: NONE
WATER UTILITY SERVICE WILL BE PROVIDED BY: WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT
SEWER UTILITY SERVICE WILL BE PROVIDED BY: ON SITE
CABLE UTILITY SERVICE WILL BE PROVIDED BY: NONE

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.

Individual Water Supply Note:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

Water Supply Note:

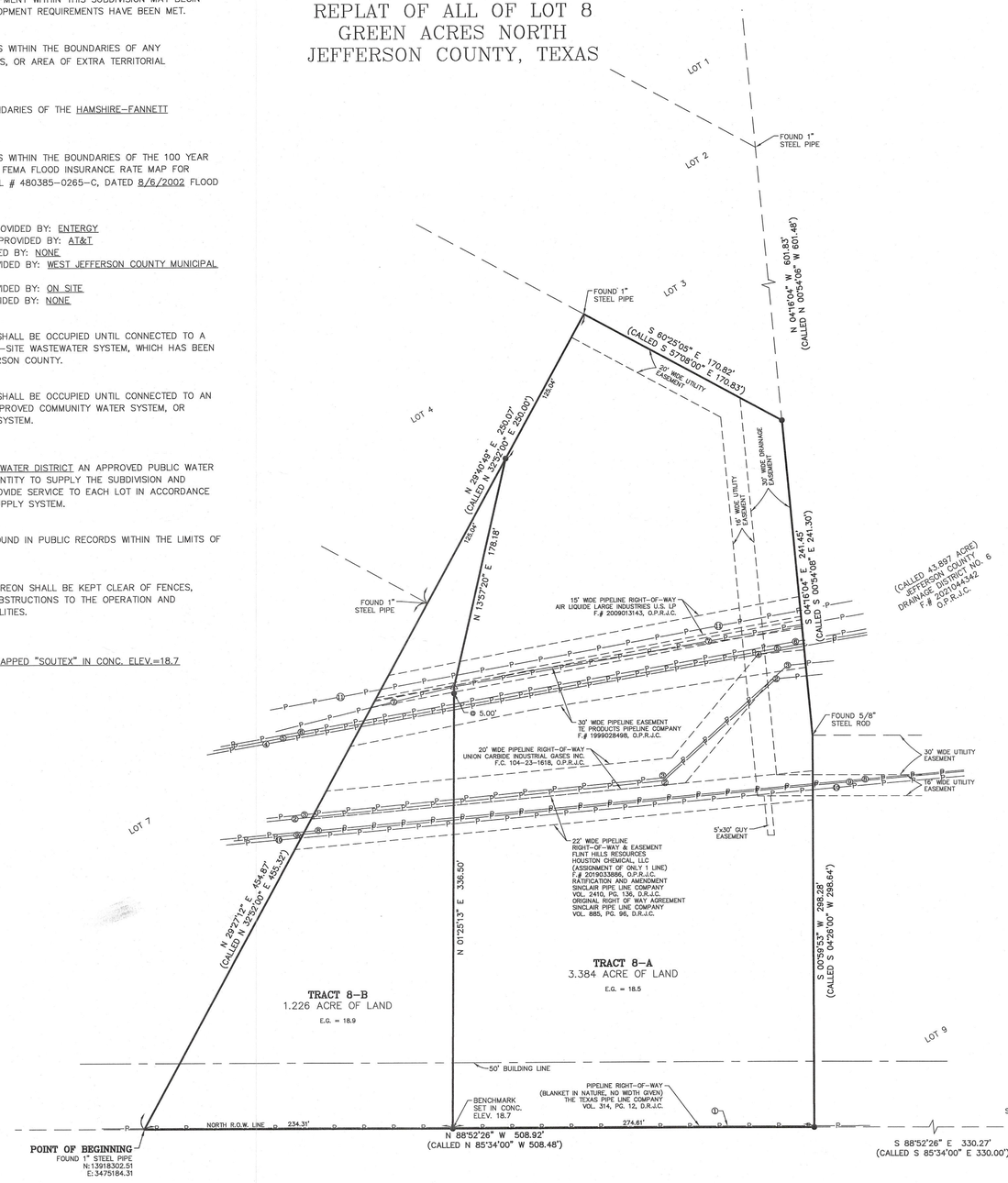
WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

Pipeline Easement Note:
ALL EXISTING PIPELINE EASEMENTS FOUND IN PUBLIC RECORDS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

Drainage Easement Note:
ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

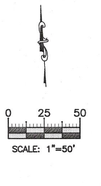
Benchmark(s):

BENCHMARK: SET 1/2" STEEL ROD, CAPPED "SOUTEX" IN CONC. ELEV.=18.7





VICINITY MAP
NO SCALE



PIPELINE MARKERS
PLM = PIPE LINE MARKER

1. PETROLEUM PLM SHELL 1800-852-3602
2. HYDROGEN PLM LINDE 1800-962-9620
3. LPG PLM ENTERPRISE 1800-530-1050
4. PETROLEUM PLM ENTERPRISE 1800-530-1050
5. PETROLEUM PLM ENTERPRISE 1800-530-1050
6. PETROLEUM PLM ENTERPRISE 1800-530-1050
7. HYDROGEN PLM AIR PRODUCTS 800-572-6521
8. H.P. PETROLEUM PLM FLINTHILLS 1-888-718-6597
9. PETROLEUM PLM MOTIVA 1-800-369-0282
10. PETROLEUM PLM MOTIVA 1-800-369-0282
11. HYDROGEN PLM AIR LIQUIDE (281)806-0052

4.610 ACRES OF LAND
ALL OF LOT 8
GREEN ACRES NORTH
JEFFERSON COUNTY, TEXAS

BEING 4.610 acres of land, all of Lot 8, Green Acres North, recorded in Volume 12, Page 10, Map Records, Jefferson County, Texas; being that same tract of land described in a deed to Kristy Jo Young, Misty Renee Todd, and Jason Scott Fountain, recorded in File No. 2026-5493, Official Public Records, Jefferson County, Texas; said 4.610 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

BEGINNING at a 1 inch steel pipe found on the North right-of-way line of Oakdale Drive, for the most southerly common corner of Lots 7 and 8, and the Southwest corner of the herein described tract; said 1 inch steel pipe having coordinates of N: 13918302.51, E: 3475184.31;

THENCE, North 29 deg. 27 min. 12 sec. East (Called North 32 deg. 52 min. 00 sec. East), on the common line of Lots 7 and 8, a distance of 454.87' (Called 455.32') to a 1 inch steel pipe found for a common corner of Lots 4, 7 and 8;

THENCE, North 29 deg. 40 min. 49 sec. East (Called North 32 deg. 52 min. 00 sec. East), on the common line of Lots 4 and 8, a distance of 250.07' (Called 250.00') to a 1 inch steel pipe found on the Southwest line of Lot 3, for the most easterly corner of Lot 4, the most northerly corner of Lot 8, and the most northerly corner of the herein described tract;

THENCE, South 60 deg. 25 min. 05 sec. East (Called South 57 deg. 08 min. 00 sec. East), on the common line of Lots 3 and 8, a distance of 170.82' (Called 170.83') to a half-inch steel rod, capped and marked "SOUTEX", set on the West line of a (Called 43.897) acre tract of land described in a deed to Jefferson County Drainage District No. 6, recorded in File No. 2021044342, Official Public Records, Jefferson County, Texas, for the Southeast corner of Lot 3, the Northeast corner of Lot 8, and the Northeast corner of the herein described tract; from which a 1 inch steel pipe, found for the most easterly common corner of Lots 1 and 2, bears North 04 deg. 16 min. 04 sec. West (Called North 00 deg. 54 min. 06 sec. West), a distance of 601.83' (Called 601.48');

THENCE, South 04 deg. 16 min. 04 sec. East (Called South 00 deg. 54 min. 08 sec. East), on the West line of the (Called 43.897) acre tract, a distance of 241.45' (Called 241.30') to a 5/8 inch steel rod found for a southwesterly corner of the (Called 43.897) acre tract, the Northwest corner of Lot 9, the most easterly corner of Lot 8, and the most easterly corner of the herein described tract;

THENCE, South 00 deg. 59 min. 53 sec. West (Called South 04 deg. 26 min. 00 sec. West), on the common line of Lots 8 and 9, a distance of 298.28' (Called 298.64') to a half-inch steel rod, capped and marked "SOUTEX", set on the North right-of-way line of Oakdale Drive, for the most southerly common corner of Lots 8 and 9, and the Southeast corner of the herein described tract; from which a 1 inch steel pipe found for the most southerly common corner of Lots 9 and 10, bears South 88 deg. 52 min. 26 sec. East (Called South 85 deg. 34 min. 00 sec. East), a distance of 330.27' (Called 330.00');

THENCE, North 88 deg. 52 min. 26 sec. West (Called North 85 deg. 34 min. 00 sec. West), on the North right-of-way line of Oakdale Drive, a distance of 508.92' (Called 508.48') to the POINT OF BEGINNING, and containing 4.610 acres of land, more or less.

This description is based on the Land Survey made under the direct supervision of Randall Alvey Creel, Registered Professional Land Surveyor No. 6678 on September 9, 2026.

Kristy Jo Young, Misty Renee Todd, and Jason Scott Fountain
25-0099

△ = POINT FOR CORNER
[XXXX] = SITE ADDRESS
O.P.R.J.C. = OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY

NOTE:
1. BEARINGS, COORDINATES, DISTANCES AND ACREAGE ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983, SOUTH-CENTRAL ZONE, U.S. SURVEY FEET, REFERENCED TO SMARTNET, NA. ELEVATIONS SHOWN REFERENCED TO GEOID 12B.
2. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SUBJECT TRACT LIES IN THE FLOOD ZONE NOTED. LOCATION ON MAP WAS DETERMINED BY SCALE. ACTUAL FIELD ELEVATION NOT DETERMINED, UNLESS REQUESTED. SOUTEX SURVEYORS, INC. DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP.
3. ELEVATIONS SHOWN ARE NAVD88 ORTHOMETRIC HEIGHTS DERIVED USING GEOID18 AND ARE REFERENCED TO SMARTNET, NA
4. TEXAS 811-CALL SHOULD BE DONE PRIOR TO ANY DIGGING OR CONSTRUCTION IN CASE OF UNDERGROUND PIPELINES OR UTILITIES.
5. LOT OWNERS WILL NOT BE ALLOWED TO INSTALL CULVERTS/SURFACE DRAINS TO REPLACE THE OPEN DITCH SYSTEM FRONTING THEIR LOTS OTHER THAN THAT ALLOWED BY THE COUNTY FOR DRIVEWAYS

JOB NO. 25-0099	DRAWN BY: K CREEL	SHEET 1 OF 1

SOUTEX SURVEYORS
T.B.P.E. FIRM #5755 * T.X.L.S. FIRM #101238

3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
Fax. 409.983.2005
soutexsurveyors.com

©RIGHTS RESERVED

\\Soutex\SoutexServer\Data\1 SoutexProjects\2025\25-0099 Wallons\DWG\25-0099-KC2.dwg Sep 18, 2026-10:03am Owner

FIELD NOTE DESCRIPTION:

LOT 11A

BEING a 5.279 acre tract of land out of and a part of the H.T. & B.R.R. Survey, Section 5, Abstract No. 140, Jefferson County, Texas, and being all of Lots 11 & 12, Block 3, Pine Island Estates, Phase 2, recorded in County Clerk's File No. 2016038035 of the Official Public Records, Jefferson County, Texas, conveyed to Sherry D. Travis and spouse John E. Travis of record in County Clerk's File No. 2020032177 and 2023004888 of said Official Public Records, said 5.279 acres of land being more particularly described as follows;

BEGINNING at a 1/2" iron rod found capped "F&S 409-832-7238" marking the east right-of-way line of Foxtail Trail (a called 60' right-of-way), the northwest corner of Lot 10, Block 3, of said Pine Island Estates, Phase 2, conveyed to Kerry D. Williams and Deidre A. Williams of record in County Clerk's File No. 2017040452 of said Official Public Records, the beginning of a curve to the left, the southwest corner of Lot 11, Block 3 and the most southwest corner of the herein described tract, having Texas Coordinate System values of N: 13,954,405.11' and E: 3,467,715.89';

THENCE with said curve to the left (having a radius of 155.00 feet, a chord bearing of N 40°18'23" W and a chord distance of 186.98 feet) along and with the northeasterly right of way line of said Foxtail Trail and the southwesterly line of the herein described tract for a distance along the arc of 200.71 feet to a 1/2" iron rod found capped "F&S 409-832-7238" marking the north right-of-way line of said Foxtail Trail, the southeast corner Lot 13, Block 3, of said Pine Island Estates, Phase 2, conveyed to Ingrid Joseph of record in County Clerk's File No. 2018018919, of said Official Public Records, the southwest corner of Lot 12, Block 3 and being the most westerly southwest corner of the herein described tract;

THENCE N 02°43'14" W along and with the east line of said "Lot 13", the west line of said "Lot 12" and the west line of the herein described tract for a distance of 288.08 feet to a 1/2" iron rod found capped "F&S 409-832-7238" marking the south line of a tract of land conveyed to NNT and Hayes LLC., of record in County Clerk's File No. 2015033124, of said Official Public Records, the northeast corner of said "Lot 13", the northwest corner of said "Lot 12" and the northwest corner of the herein described tract;

THENCE N 87°15'19" E along and with the south line of said "NNT and Hayes, LLC." tract and the north line of the herein described tract for a distance of 555.68 feet to a 1/2" iron rod found capped "F&S 409-832-7238" marking the northwest corner of Lot 7, Block 1 of said Pine Island Estates, Phase 2, conveyed to Lowell D. Rogers and Elizabeth R. Rogers of record in County Clerk's File No. 2024007761 of said Official Public Records and the northeast corner of the herein described tract:

THENCE S 03°10'26" E along and with the west line of said "Lot 7" and the east line of the herein described tract for distance of 432.92 feet to a 1/2" iron rod found marking the northwest corner of Lot 8, Block 3, of said Pine Island Estates, conveyed to Mark L. Davis and Kelly B. Davis of records in County Clerk's File No. 2018017471, of said Official Public Records, the northeast corner of Lot 9, Block 3 of said Pine Island Estates, Phase 2, conveyed to Brian A Handly and Emily L. Handley of record in County Clerk's File No. 2018004035 of said Official Public Records and the southeast corner of the herein described tract:

THENCE S 86°49'10" W along and with the north line of said "Lot 9" and "Lot 10" and the south line of the herein described tract for a distance of 445.07 feet to the POINT AND PLACE OF BEGINNING, containing in area, 5.279 acre of land, more or less.

OWNERSHIP CERTIFICATE

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT WE, SHERRY D. TRAVIS AND JOHN E. TRAVIS, OWNERS OF LOTS 11 & 12, BLOCK 3, PINE ISLAND ESTATES PHASE 2, RECORDED IN COUNTY CLERK'S FILE NO. 2016038035, MAP RECORDS, JEFFERSON COUNTY, TEXAS, LOCATED IN THE H.T. & B.R.R. SURVEY, SECTION 5, ABSTRACT NO. 140, JEFFERSON COUNTY, TEXAS, DO HEREBY REPLAT LOT 11 & 12, BLOCK 3, INTO LOT 11A OF SAID PINE ISLAND ESTATES, PHASE 2 IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

Sherry D. Travis
SHERRY D. TRAVIS

John E. Travis
JOHN E. TRAVIS

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WE, SHERRY D. TRAVIS AND JOHN E. TRAVIS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNERS AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN SUCH CAPACITY AS THE ACT AND DEED OF SAID CORPORATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th DAY OF September A.D., 20 26.

Tabitha M Haygood
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: 12/09/2026 (DATE)

Tabitha M Haygood
My Commission Expires
12/9/2026
Notary ID 134098634

SURVEYORS CERTIFICATE

I, JAMES EVAN DOUGLAS, DO HEREBY CERTIFY THAT THIS PLAT REFLECTS AN ACTUAL SURVEY MADE ON THE GROUND AND ACCORDING TO LAW, AND THAT THE LIMITS, BOUNDARIES, AND CORNERS ARE TRULY DESCRIBED JUST AS WERE FOUND OR SET UNDER MY SUPERVISION. GIVEN UNDER MY HAND AND SEAL THE MONTH OF MAY 2024.

James Evan Douglas
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 7072

STATE OF TEXAS
REGISTERED
James Evan Douglas
7072
PROFESSIONAL
LAND SURVEYOR

SUBSCRIBED AND SWORN TO BEFORE ME BY JAMES EVAN DOUGLAS AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 17th DAY OF September, 2026.

Tabitha M Haygood
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: 12/09/2026 (DATE)

Tabitha M Haygood
My Commission Expires
12/9/2026
Notary ID 134098634

STATE OF TEXAS
COUNTY OF JEFFERSON
CERTIFICATE OF COUNTY ENGINEER

I, MICHELLE FALGOUT, COUNTY ENGINEER OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIED WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS.

COUNTY ENGINEER
JEFFERSON COUNTY, TEXAS

CITY PLANNING AND ZONING COMMISSION APPROVAL

THIS IS TO CERTIFY THAT THE CITY OF BEAUMONT, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION.

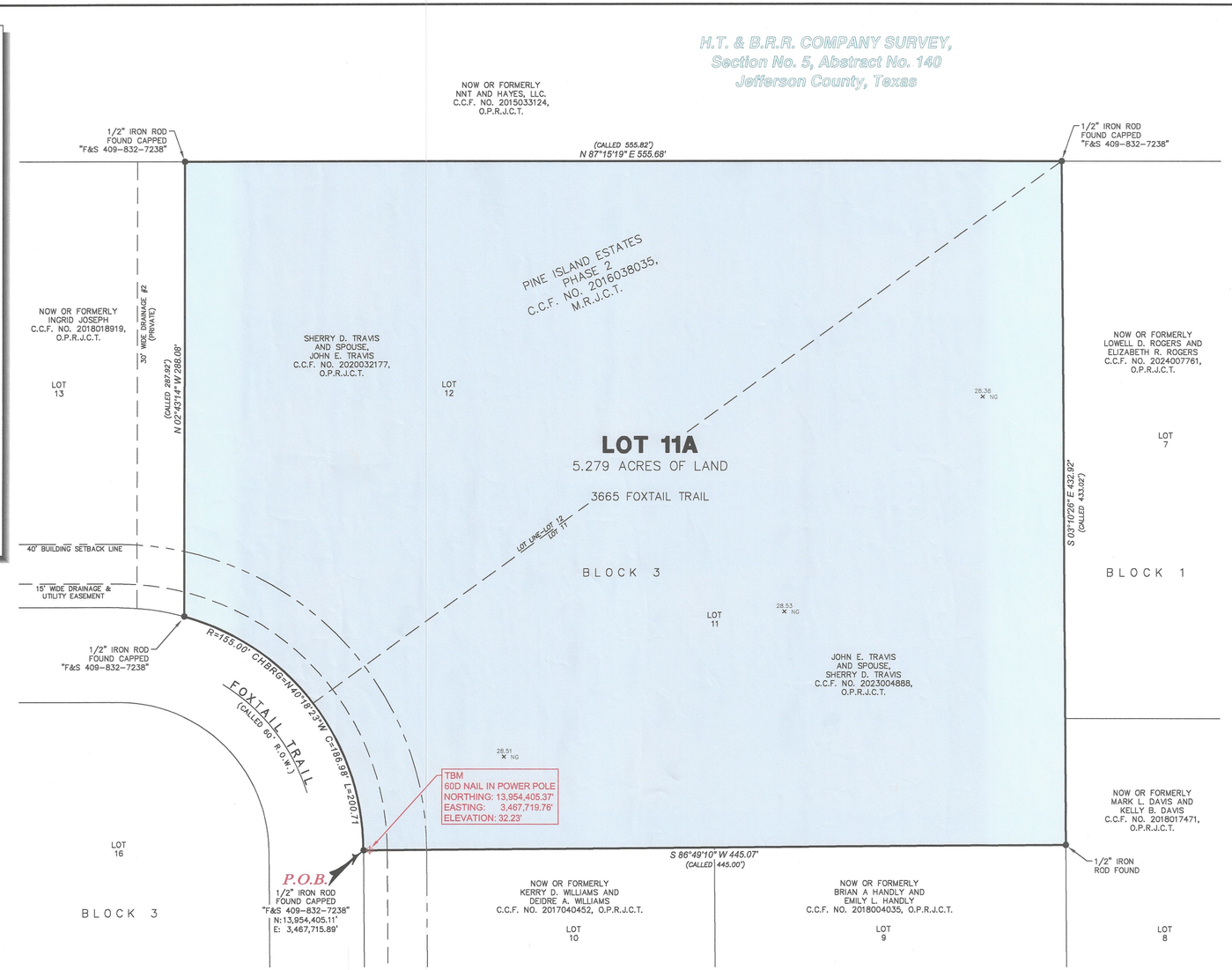
IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE PLANNING & ZONING COMMISSION OF THE CITY OF BEAUMONT, TEXAS, THIS _____ DAY OF _____ A.D., 20 _____.

ATTESTED AND APPROVED FOR ADMINISTRATION:

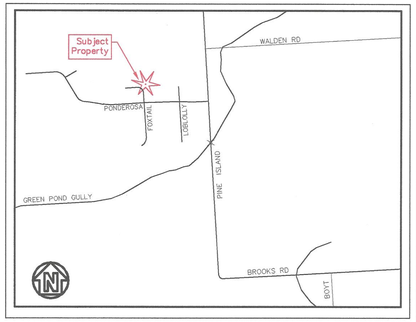
STATE OF TEXAS
COUNTY OF JEFFERSON
CERTIFICATE OF RECORDING

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 20 _____, AT _____ O'CLOCK ____M. RECORDED IN FILE # _____, JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS.

COUNTY CLERK JEFFERSON COUNTY, TEXAS







VICINITY MAP
N.T.S.

Development Regulations Notes:
No construction or other development within this subdivision may begin until all Jefferson County development requirements have been met.

Municipal ETJ note:
This subdivision lies within the extraterritorial jurisdiction of the City of Beaumont, Texas. Site is greater than 2 miles from Beaumont City Limits.

School District plat note:
This subdivision is within the boundaries of the Hardin-Jefferson Independent School District.

FEMA flood plain note:
All of the subdivision falls within the boundaries of Flood Zone X as delineated on the FEMA Flood Insurance Rate Map of Jefferson County, Community Panel # 480385 0120 C dated August 6, 2002. FEMA Flood Zone X is defined as area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.

Due to known high water, the minimum finished floor elevation should be 31.00' based off of Subdivision Benchmarks, shown hereon or 18 inches above ground, whichever is higher, according to DD8.

Utility notes:
Electric utility service will be provided by: Entergy Texas, Inc. Telephone utility service will be provided by: A T & T
Water utility service will be provided by: Meeker Water Supply Corporation
Sewer utility service will be provided by: -NONE-
Gas utility service will be provided by: Centerpoint Energy
Cable utility service will be provided by: -NONE-

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.

Individual Water Supply Note:
No structure in this subdivision shall be occupied until connected to an individual water supply, state approved community water system, or engineered rainwater collection system.

Water Supply Note:
Meeker Water Supply Corporation, an approved public water supply system, has adequate quantity to supply the subdivision and provisions have been made to provide service to each lot in accordance with the policies of the water supply system.

Meeker Water Supply Corporation

Pipeline Easement Note:
Easement for Centana Interstate Pipeline LP. lies within this subdivision.

Drainage Easement Note:
All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of the drainage facilities. Easements shown hereon include the right to trim or remove all trees and shrubs on or overhanging. Drainage Outfall Channel R.O.W.s will be deeded to Jefferson County Drainage District No. 6.

Additional Notes:

1. Final determination of culvert size shall be by Jefferson County precinct office.
2. Lot owners will not be allowed to install culverts/surface drains to replace the open ditch system fronting their lots other than that allowed by the county for driveways.

CERTIFICATE OF COUNTY APPROVAL
COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE _____ DAY OF _____ 20_____, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 3
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

SURVEYORS NOTES:

1. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND NOT ALL EASEMENTS OR SERVITUDES, WHETHER OF RECORD OR NOT, WERE RESEARCHED AT THE TIME OF THIS SURVEY OR SHOWN HEREON.
2. THIS PROPERTY HAS DIRECT ACCESS TO AND FROM A PUBLICLY DEDICATED ROADWAY UNLESS SHOWN OTHERWISE HEREIN.
3. ALL BEARINGS AND COORDINATES INDICATED HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM VALUES, TEXAS SOUTH CENTRAL ZONE 4204 (NAD83).
4. ALL ELEVATIONS ARE BASED ON NAVD88, GEOID 18.
5. SITE BENCHMARK = 60d NAIL IN A POWER POLE LOCATED AT THE SOUTHWEST CORNER OF LOT 11 AND SUBJECT TRACT. N: 13,954,405.37', E: 3,467,719.76', ELEVATION: 32.23'.

On-Site Wastewater Treatment
Minimum Application Area Required for Surface Application Systems

A req= Q Daily Usage Rate gal/day — Sprayfields — Presssure dosing
RI Allowable Surface Application Rate gal/ft2/day

Type of Facility	Usage Rate gal/day	Surface Application Rate gal/ft2/day	Surface Area Required ft2	Subsurface Application Rate** gal/ft2/day	Area Required ft2
Single Family Dwelling (One or Two Bedrooms) < 1500 ft2	225	0.035	6428.57	0.2	1125.00
Single Family Dwelling (Three Bedrooms) < 2500 ft2	300	0.035	8571.43	0.2	1500.00
Single Family Dwelling (Four Bedrooms) < 3500 ft2	375	0.035	10714.29	0.2	1875.00
Single Family Dwelling (Five Bedrooms) < 4500 ft2	450	0.035	12857.14	0.2	2250.00
Single Family Dwelling (Six Bedroom) < 5500 ft2	525	0.035	15000.00	0.2	2625.00

* per TCEQ Chapter 285 On Site Sewage Facilities
considerations can be made for two-story residences with reduced footprint
** for non-clay type soils only

REPLAT OF
ALL OF LOTS 11 & 12, BLOCK 3,
PINE ISLAND ESTATES, PHASE 2,
OF RECORD IN COUNTY CLERK'S FILE
NO. 2016038035, MAP RECORDS,
IN THE HOUSTON TAP AND BRAZORIA
RAILROAD COMPANY SURVEY,
(H.T. & B.R.R. CO.) ,
SECTION 5, ABSTRACT NO. 140 OF
JEFFERSON COUNTY, TEXAS

INTO

LOT 11A, BLOCK 3
PINE ISLAND ESTATES
PHASE 2,
CITY OF BEAUMONT,
JEFFERSON COUNTY, TEXAS

AUGUST 2026

Fittz&Shipman INC.
Consulting Engineers and Land Surveyors
1405 CORNERSTONE COURT, BEAUMONT, TEXAS
(409) 832-7238 FAX (409) 832-7303
T.B.P.E. FIRM #1160 • T.X.L.S. FIRM #100186

DRAWN BY: RSC

Q:\PROJECTS\26003 - Miscellaneous Surveys\26003.0090 - 3665 Foxtail Trail\Drawings\26003.0090_SV_REPLAT.dwg Sep 15, 2026 03:09pm

MEMORANDUM OF AGREEMENT

I. INTRODUCTION

OffenderWatch Countywide Subscription — 2027 Cost Reimbursement

This Memorandum of Understanding ("MOU") is entered into by and between the Beaumont Police Department ("Beaumont PD"), acting through its Chief of Police, and the participating law enforcement agencies of Jefferson County, Texas listed below (each a "Participating Agency"). Beaumont PD and each such agency are referred to individually as a "Party" and collectively as the "Parties." This MOU addresses cost reimbursement for a countywide subscription to OffenderWatch.

II. Recitals

Beaumont PD maintains a countywide subscription to the OffenderWatch platform provided by Watch Systems, LLC ("OffenderWatch") that provides each participating law enforcement agency in Jefferson County, Texas with its own instance of the platform.

Beaumont PD will pay OffenderWatch the full countywide subscription amount, and each participating agency agrees to reimburse Beaumont PD for that agency's allocated portion of the subscription cost, as set on a per capita basis.

III. Terms

1. **Purpose.** This MOU sets forth the understanding of the Parties regarding reimbursement to Beaumont PD for the OffenderWatch subscription covering the 2027 contract year.

2. **Reimbursement Amounts.** Each participating agency agrees to reimburse Beaumont PD its allocated portion of the countywide OffenderWatch subscription percentage in the amount set opposite its name in the table below.

Participating Agency	Population Calculation	% Calculation
Jefferson County Sheriff's Office	35,000	14%
Beaumont PD	113,000	45%
Port Arthur Police Department	55,000	22%
Groves Police Department	16,000	6%
Nederland Police Department	18,000	7%
Port Neches Police Department	13,000	5%
County Population Used for Contract	250,000	100%

3. **Payment.** Each reimbursement amount shall be paid to Beaumont PD within thirty (30) days of Beaumont PD's written request, which shall not be issued before Beaumont PD is invoiced by OffenderWatch for the 2027 contract year.

4. **Term.** This MOU will take effect as of the date it is signed by participating parties and will remain in force and effect until it is terminated by any party, with or without cause, by giving a thirty (30) days prior written notice to the other parties. Continued participation upon any contract price change for subsequent years shall be addressed prior to the thirty day written notice requirement.
5. **Non-Payment.** If a participating agency does not provide the reimbursement described herein, Beaumont PD may elect not to include that agency in its countywide OffenderWatch participation, in which case that agency may pursue its own separate contract directly with OffenderWatch.
6. **Nature of Agreement.** The Parties intend this MOU to memorialize their mutual understanding. To the extent the Parties intend the reimbursement obligations to be binding, this MOU may be treated as an interlocal agreement under Chapter 791 of the Texas Government Code, and each Party represents that the payments contemplated are made from current revenues available to it.
7. **Authorization.** Each person signing below represents that he or she is authorized to execute this MOU on behalf of his or her agency.

IV. LIMITATION OF LIABILITY

The City of Beaumont understands that under no circumstance shall Beaumont PD have any liability whatsoever for misuse, improper registry or illicit, illegal or criminal activity regarding actions or inaction of other parties to this AGREEMENT.

In witness whereof, the Parties execute this MOU.

City of Beaumont

Signature

Name Tim Dauschek

Title Police Chief

Date 9/4/2026

Jefferson County

Signature

Name Jeff R. Branick

THE County Judge

Date 10-13-2026

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST

DATE 10/13/26

Name

Title

Date

City of Port Arthur

Signature

Name

Title

Date

City of Groves

Signature

Name

Title

Date

City of Nederland

Signature

Name Rod Carroll

Title Chief of Police

Date 9/4/26

City of Port Neches

Signature

Name

Title

Date

Fall 2026

Grant Applicants with Totals with Recommendations:

		Requested:	Awarded:
1.	**County & District Clerk's Assoc. of Texas**	**$10,800**	**$10,800**

Pre-promotion and Advertising – Summer Conference 2027

2.	**Jefferson County Master Gardeners (JCMG)**	**$4,695.34**	**$4,695**

Pre-promotion and Advertising – Landscaping Jack Brooks Regional Airport Entrance

3.	**Lion Hearted**	**$9,000**	**$9,000**

Bid Fee – United States Olympic & Paralympic USA Boxing Sanctioned Event

4.	**Texas Energy Museum**	**$5,805**	**$5,805**

Pre-promotion and Advertising – Downtown Beaumont's Museum District

5.	**Southeast Texas Baseball Academy (SETBA)**	**$38,760**	**$38,760**

Bid Fee – Baseball Tournaments

6.	**National Society of the Colonial Dames of America in the State of Texas**	**$2,587.50**	**$2,587**

Pre-promotion and Advertising – NSCDA-TX Annual Meeting in 2027

7.	**7 Oaks Event Garden**	**$4,000**	**$2,000**

Pre-promotion and Advertising – Events at 7 Oaks Event Garden

		Requested:	Awarded:
8.	**Lamar State College Port Arthur**	**$1,250**	**$1,250**

Pre-promotion and Advertising – Sabine Showdown Golf Tournament 2027

9.	**City of Beaumont - Beaumont CVB**	**$14,000**	**$14,000**

Pre-promotion and Advertising – Co-op Billboard

10.	**Texas Travel Counselors Conference TTCC c/o City of Beaumont – Beaumont CVB**	**$18,450**	**$18,450**

Pre-promotion and Advertising – 2027 Texas Travel Counselors Conference

11.	**Port Arthur Historical Society DBA Museum of the Gulf Coast**	**$6,230.40**	**$6,230**

Pre-promotion and Advertising – Museum of the Gulf Coast Radio

12.	**Gulf Resiliency Community of Practice c/o Texas A&M University**	**$5,929.04**	**$3,929**

Pre-promotion and Advertising – Gulf Resiliency Community of Practice Convention 2026

13.	**Baptist Hospitals of Southeast Texas**	**$5,000**	**$1,500**

Pre-promotion and Advertising – Boomtown BBQ Bash 2027

14.	**International Rescue & Emergency Care Assoc.**	**$10,000**	**$5,000**

Pre-promotion and Advertising – 2027 IRECA Annual Conference and Challenges

15.	**Doggett Ford Park**	**$92,000**	**$92,000**

Pre-promotion and Advertising – Facility Marketing FY 26/27

		Requested:	Awarded:
16.	**Downtown Beaumont Cultural Arts District**	**$1,000**	**$1,000**

Pre-promotion and Advertising – of the Downtown Beaumont Cultural Arts District

17.	**Jefferson County CVBs w/PACVB as Representative**	**$60,743**	**$60,743**

Pre-promotion and Advertising – Printing and Publication of the 2027-2028 RVG

18.	**Port Arthur and Beaumont CVBs w/BJRRVC**	**$22,097**	**$22,097**

Pre-promotion and Advertising – Promotion of Jefferson County through Trade Shows

19.	**Port Arthur CVB – Mardi Gras Port Arthur**	**$25,000**	**$25,000**

Pre-promotion and Advertising – Mardi Gras Port Arthur 2027

20.	**Crime Stoppers of Southeast Texas**	**$5,000**	**$5,000**

Pre-promotion and Advertising – State of Texas Campus Crime Stoppers 2027

21.	**Beaumont Heritage Society**	**$11,000**	**$5,000**

Pre-promotion and Advertising – John Jay French House Museum

22.	**Port Neches Chamber of Commerce**	**$51,615**	**$15,000**

Pre-promotion and Advertising – Port Neches Riverfest 2027

23.	**Art Museum of Southeast Texas**	**$23,000**	**$7,500**

Pre-promotion and Advertising – Art Museum of Southeast Texas

24.	**Neches River Festival**	**$2,075**	**$1,745**

Pre-promotion and Advertising – Neches River Festival 2027

	Requested:	Awarded:
25. Aimed Dance	**$3,000**	**$3,000**

Pre-promotion and Advertising – 7th Annual Aimed Dance Summer Fest

26. LA Productions	**$8,010.46**	**$3,680**

Pre-promotion and Advertising – 7th Annual Car Show

Totals:	**$446,966.95**	**$365,771**

* DOGGETT FORD PARK (See pg. 2) MARKETING FUNDS DO NOT COME OUT OF HOT FUNDS THEY HAVE THEIR OWN BUDGETED LINE ITEM*