



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

December 18, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-047/JW, Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey) for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> 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 three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Heavy Equipment for Jefferson County Precinct No. 3
(To Replace Unrepairable Equipment Damaged by Hurricane Harvey)

BID NO: IFB 17-047/JW

DUE DATE/TIME: 11:00 AM CDT, Tuesday, January 23, 2018

MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Jason Castille, Precinct No. 3 Superintendent at 409-736-2851 or pct3sc@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – December 20, 2017 & December 27, 2017

**IFB 17-047/JW
 Heavy Equipment for Jefferson County Precinct No. 3
 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)**

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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

<http://www.co.jefferson.tx.us/purchasing/main.htm>

Instructions to Bidders

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

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

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

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. County Holidays – 2017:

December 25 & 26	Monday & Tuesday	Christmas
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County Holidays – 2018:

January 1	Monday	New Year's
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran's Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas

7. Rejection or Withdrawal

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

8. Emergency/Declared Disaster Requirements

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

9. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or

in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

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

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

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County,

and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

“County” – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

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

2. Performance

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

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

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

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

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

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

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

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

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

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

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

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

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the

Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

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

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

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

4. Contract

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

4.2 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract

will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

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

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

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

4.6 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.

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

4.8 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.

4.9 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.

4.10 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.

4.11 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-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 (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;

- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>.

The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

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

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

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and Three (3) numbered bid copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners’ Court.

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

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

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

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

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, 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.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

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

4. Multiple Vendor Award

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

5. Delivery

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

6. Payment

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

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

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

7. Usage Reports

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

8. Insurance

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

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

Contractor shall furnish Jefferson County with Certificate of Insurance and applicable endorsements.

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

Minimum Insurance Requirements

General Liability, including Products	\$1,000,000
Business Auto Liability	\$1,000,000
Cargo / Transit Coverage	Replacement Cost Value of Equipment Purchased
Excess Liability	\$1,000,000
Workers' Compensation	Statutory Coverage

9. Workers' Compensation Insurance

9.1 Definitions:

- 9.1.1 **Certificate of coverage (“Certificate”)** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - 9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
 - 9.1.3 **Persons providing services on the project (“subcontractor”) in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
 - 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.
 - 9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
 - 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
 - 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
 - 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
 - 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Jason Castille, with Jefferson County Precinct No. 3 at pct3sc@co.jefferson.tx.us. Please reference bid number IFB 17-047/JW.

Scope

Jefferson County is soliciting bids for heavy equipment to replace equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

BRAND REFERENCE

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

The technical specifications shown (**APPENDICES A - K**) are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

▪ Bid Item 1: Reclaimer/Stabilizer:

One (1) BOMAG Model: RS-360 Reclaimer/Stabilizer or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Reclaimer/Stabilizer is to be complete with All Standard Equipment as listed in the technical specifications including Cummins Tier 4 Final Engine (or equivalent). Optional equipment should include ROPS/FOPS and Working Headlights.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery of equipment; with this warranty to cover the Full Machine.

For full technical specifications for this bid item, see **APPENDIX A**.

BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX A.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** BOMAG MPH-100R (SN: 85489) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ **Bid Item 2. Motor Grader:**

One (1) Mustang CAT Model: 120M2 Motor Grader or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

For full technical specifications for this bid item, see **APPENDIX B.**

BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX B.

Warranty Term for this equipment (included, without additional cost) should be at least: (5) five calendar years from the date of delivery of equipment. The first year of warranty should cover the powertrain and hydraulics for an unlimited amount of hours; with warranty years 2-5 to cover 3,000 hours for powertrain and hydraulics.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** 1998 Champion Motor Grader Model 710 A towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ **Bid Item 3. Dozer (Referred to as Tractor by Manufacturer):**

One (1) Mustang CAT Model: D5K2 LGP CA Tractor (Dozer) or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

For full technical specifications for this bid item, see **APPENDIX C.**

BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX C.

Warranty Term for this equipment (included, without additional cost) should be at least: (5) five calendar years from the date of delivery of equipment. The first year of warranty should cover the powertrain and hydraulics for an unlimited amount of hours; with warranty years 2-5 to cover 3,000 hours for powertrain and hydraulics.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** 1997 Komatsu D58P towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ **Bid Item 4. Pneumatic Roller:**

One (1) BOMAG Model: BW11RH-5 Pneumatic Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Pneumatic Roller is to be complete with All Standard Equipment including ROPS/FOPS, Water Sprinkler System, Rotary Beacon, and Additional Ballast to 2,313 lbs., Cocoa Mats and Back-Up Alarm.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX D.**

BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX D.

Trade In: Jefferson County will be trading in a used and **flood-damaged** Dynapac CP142 (SN: 1000-500C0B000882) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ **Bid Item 5. Wheel Loader:**

One (1) DOOSAN Model: DL220-5 Wheel Loader or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Wheel Loader is to be complete with All Standard Equipment including Triangle Radials, Load Isolation, Hydraulic Coupler, Bucket, 96" X 72" Forks and Additional Counterweight.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/5,000 hour warranty that covers the powertrain and hydraulics.

For full technical specifications for this bid item, see **APPENDIX E.**

BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX E.

Trade-In: Jefferson County will be trading in used and **flood-damaged** John Deere 544H (SN: DW544HX57290) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ **Bid Item 6. Vibratory Tandem Roller:**

One (1) BOMAG Model: BW161AD-5 Vibratory Tandem Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Vibratory Tandem Roller is to be complete with All Standard Equipment including 90 degree swivel seat unit, Economizer, ROPS, Temperature Gauge, and Joint with Crabwalk.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX F.**

BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX F.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** CAT CB534-C (SN: 5HN00552) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ **Bid Item 7. Single Drum Padfoot Roller:**

One (1) BOMAG Model: BW211PD-5 84" Single Drum Padfoot Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Single Drum Padfoot Roller is to be complete with All Standard Equipment including Magnetic Flashing Beacon.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX G.**

BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX G.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** BOMAG BW213DH-40 (SN: 901582561088) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ **Bid Item 8 (A). Hydraulic Excavator:**

One (1) Gradall XL3100 Hydraulic Excavator or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery (in service date) of equipment or 1,500 hours – whichever comes first.

Manufacturer should repair or replace, at its option, any factory-installed part that is defective in materials or workmanship under normal use. Any needed part replacements will be made using new or remanufactured parts. This Limited Warranty is limited to repairing or replacing, at the Manufacturer's option, any part proven defective under normal use; provided that the product has been properly registered with the Manufacturer within thirty days after the in-service date and that all required reports are current. The warranty period begins on the product's in-service date, which is the first date the unit is delivered to an end-user (the "Owner"), for purchase. This Warranty is to extend only to the Original Purchase and will be Non-Transferable. This Limited Warranty may subject to those limitations and exclusions.

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:

- Keeping an Operator/Safety Manual available to the operator of the product.
- Using the product in accordance with the Operator/Safety Manual.
- Releasing the product for warranty work.
- Reporting accidents immediately to Manufacturer
- Using the product for safe, approved applications and using only approved accessories.
- Complying with factory initiated Field Campaigns.
- Using only approved components for maintenance and replacement parts.
- Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

What Is Not Covered

- Parts associated with unit maintenance are not warranted beyond (1) one year of the product's in-service date.
- Items subject to normal wear and tear, noise, vibration, or deterioration are not warranted.
- This Limited Warranty does not cover damage caused by abusive usage or extreme applications.
- Any operation beyond the rated capacity or the improper use or application of the product or the substitution of parts not approved by Manufacturer or the failure to release the product for warranty work.
- Tires, engines and batteries are warranted by the applicable Manufacturer.
- Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals or other forms of impact, industrial fallout or pollution, or previous repair.
- External surface rust left unrepaired due to neglect of the product.
- Chassis not manufactured by the Manufacturer

For full technical specifications for this bid item, see **APPENDIX H.**

BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Gradall G3WD towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ **Bid Item 8 (B). Hydraulic Excavator:**

One (1) Gradall XL3100 Hydraulic Excavator or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery (in service date) of equipment or 1,500 hours – whichever comes first.

Manufacturer should repair or replace, at its option, any factory-installed part that is defective in materials or workmanship under normal use. Any needed part replacements will be made using new or remanufactured parts. This Limited Warranty is limited to repairing or replacing, at the Manufacturer's option, any part proven defective under normal use; provided that the product has been properly registered with the Manufacturer within thirty days after the in-service date and that all required reports are current. The warranty period begins on the product's in-service date, which is the first date the unit is delivered to an end-user (the "Owner"), for purchase. This Warranty is to extend only to the Original Purchase and will be Non-Transferable. This Limited Warranty may subject to those limitations and exclusions.

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:

- Keeping an Operator/Safety Manual available to the operator of the product.
- Using the product in accordance with the Operator/Safety Manual.
- Releasing the product for warranty work.
- Reporting accidents immediately to Manufacturer
- Using the product for safe, approved applications and using only approved accessories.
- Complying with factory initiated Field Campaigns.
- Using only approved components for maintenance and replacement parts.
- Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

What Is Not Covered

- Parts associated with unit maintenance are not warranted beyond (1) one year of the product's in-service date.
- Items subject to normal wear and tear, noise, vibration, or deterioration are not warranted.
- This Limited Warranty does not cover damage caused by abusive usage or extreme applications.
- Any operation beyond the rated capacity or the improper use or application of the product or the substitution of parts not approved by Manufacturer or the failure to release the product for warranty work.
- Tires, engines and batteries are warranted by the applicable Manufacturer.
- Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals or other forms of impact, industrial fallout or pollution, or previous repair.
- External surface rust left unrepaired due to neglect of the product.
- Chassis not manufactured by the Manufacturer

For full technical specifications for this bid item, see **APPENDIX H**.

BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Gradall XL3100 towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ **Bid Item 9. Tractor:**

One (1) John Deere 5065E Utility Tractor OOS 4WD or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for this equipment: Warranty term for this equipment (included without additional cost) should be at least: (2) two calendar years/or 2,000 hours from the date of delivery of equipment or whichever comes first, with the warranty to cover powertrain and components as described below in Paragraphs A & B.

A. WHAT IS WARRANTED – Subject to Paragraph B, all parts of any new Equipment are to be warranted for the time period or number of operating hours as specified. Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty- Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by the Manufacturer.

B. ITEMS COVERED SEPARATELY- (1) Tires, rubber tracks and batteries; When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

For full technical specifications for this bid item, see **APPENDIX I**.

BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX I.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Ford 5000 Tractor towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ **Bid Item 10. Tractor with Side Mower:**

One (1) John Deere 5085E Utility Tractor Cab 4WD with Alamo Side Mower or Equivalents to replace similar pieces of equipment that were damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for Tractor: Warranty term for this equipment (included without additional cost) should be at least: (2) two calendar years/or 2,000 hours from the date of delivery of equipment or whichever comes first, with the warranty to cover powertrain and components as described below in Paragraphs A & B.

A. WHAT IS WARRANTED – Subject to Paragraph B, all parts of any new Equipment are to be warranted for the time period or number of operating hours as specified. Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty- Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by the Manufacturer.

B. ITEMS COVERED SEPARATELY- (1) Tires, rubber tracks and batteries; When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

Warranty term for Side Mower: Warranty term for this equipment (included, without additional cost) should be at least: Manufacturer's Warranty for (1) calendar year from the date of delivery of equipment.

For full technical specifications for this bid item, see **APPENDIX J**.

BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX J.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Case 685 Tractor with Alamo Versa Side Mower towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ **Bid Item 11. Pneumatic Tire Forklift:**

One (1) Yale Veracitor Pneumatic Tire Forklift Model GP050VX or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for this equipment (included, without additional cost) should be at least: (1) calendar year from the date of the delivery of equipment or 2,000 Hours to include Manufacturer's Warranty coverage; to include a (3) three-year/6,000 hour warranty to cover the powertrain.

For full technical specifications for this bid item, see **APPENDIX K.**

BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX K.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Clark Model: C500-YS60 (SN: Y355-1362-4324-1081) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

Bidder Information Form

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

Bid Name & Number: (IFB 17-047/JW), Heavy Equipment for Jefferson County Precinct No. 3
(To Replace Unrepairable Equipment Damaged by Hurricane Harvey)

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)

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	_____			
_____	Name			
Address	_____			
_____	Phone			
City	State	Zip	_____	Fax
_____	E-mail			
Signature of Person Authorized to Sign	_____			

Printed Name				

Title				

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

HEAVY EQUIPMENT FOR JEFFERSON COUNTY PRECINCT NO. 3 (TO REPLACE UNREPAIRABLE EQUIPMENT DAMAGED BY HURRICANE HARVEY)

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. 17-047/JW, Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey). The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

The technical specifications shown (**APPENDICES A - K**) are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

FOR EACH ITEM BID, BIDDER MUST COMPLETE, SIGN, & DATE FORM LOCATED ON THE LAST PAGE OF THE ITEM'S CORRESPONDING APPENDIX.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Item No.	Item Description	Bid Price
1	BOMAG Model RS-360 Reclaimer/Stabilizer or Equivalent	\$ _____ . _____
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG MPH100-R (SN: 85489)		\$ _____ . _____
Total Bid Price (Minus Trade-In Value) \$ _____ . _____		
Projected Delivery Lead Time from Date of Purchase:		_____ weeks
Equivalent Item Description (Make & Model) for Item No. 1: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
2	Mustang CAT Model 120M2 Motor Grader or Equivalent	\$ _____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: 1998 Champion Motor Grader Model 710 A		\$ _____ . ____
Total Bid Price (Minus Trade-In Value) \$ _____ . ____		
Projected Delivery Lead Time from Date of Purchase:		_____ weeks
Equivalent Item Description (Make & Model) for Item No. 2: <hr/>		

Item No.	Item Description	Bid Price
3	Mustang CAT Model D5K2 LGP CA Tractor (Dozer) or Equivalent	\$ _____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: 1997 Komatsu D58 P		\$ _____ . ____
Total Bid Price (Minus Trade-In Value) \$ _____ . ____		
Projected Delivery Lead Time from Date of Purchase:		_____ weeks
Equivalent Item Description (Make & Model) for Item No. 3: <hr/>		

Bid Form (Continued)

Item No.	Item Description	Bid Price
4	BOMAG Model BW11RH-5 Pneumatic Roller or Equivalent	\$ _____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Dynapac CP142 (SN: 1000-500C0B000882)		\$ _____ . ____
Total Bid Price (Minus Trade-In Value) \$ _____ . ____		
Projected Delivery Lead Time from Date of Purchase:		_____ weeks
Equivalent Item Description (Make & Model) for Item No. 4: _____		

Item No.	Item Description	Bid Price
5	DOOSAN Model DL220-5 Wheel Loader or Equivalent	\$ _____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: John Deere 544H (SN: DW544HX57290)		\$ _____ . ____
Total Bid Price (Minus Trade-In Value) \$ _____ . ____		
Projected Delivery Lead Time from Date of Purchase:		_____ weeks
Equivalent Item Description (Make & Model) for Item No. 5: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
6	BOMAG Model BW161AD-5 Vibratory Tandem Roller or Equivalent	\$ _____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: CAT CB534-C (SN: 5HN00552)		\$ _____ . ____
Total Bid Price (Minus Trade-In Value) \$ _____ . ____		
Projected Delivery Lead Time from Date of Purchase:		_____ weeks
Equivalent Item Description (Make & Model) for Item No. 6: _____		

Item No.	Item Description	Bid Price
7	BOMAG Model BW211PD-5 84" Single Drum Padfoot Roller or Equivalent	\$ _____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG BW213DH-40 (SN: 901582561088)		\$ _____ . ____
Total Bid Price (Minus Trade-In Value) \$ _____ . ____		
Projected Delivery Lead Time from Date of Purchase:		_____ weeks
Equivalent Item Description (Make & Model) for Item No. 7: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
8 (A).	Gradall XL3100 Hydraulic Excavator or Equivalent	\$ _____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall G3WD		\$ _____ . ____
Total Bid Price (Minus Trade-In Value) \$ _____ . ____		
Projected Delivery Lead Time from Date of Purchase:		_____ weeks
Equivalent Item Description (Make & Model) for Item No. 8 (A): <hr/>		

Item No.	Item Description	Bid Price
8 (B).	Gradall XL3100 Hydraulic Excavator or Equivalent	\$ _____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall XL3100		\$ _____ . ____
Total Bid Price (Minus Trade-In Value) \$ _____ . ____		
Projected Delivery Lead Time from Date of Purchase:		_____ weeks
Equivalent Item Description (Make & Model) for Item No. 8 (B): <hr/>		

Bid Form (Continued)

Item No.	Item Description	Bid Price
9	John Deere 5065E Utility Tractor OOS 4WD or Equivalent	\$ _____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Ford 5000 Tractor		\$ _____ . ____
Total Bid Price (Minus Trade-In Value) \$ _____ . ____		
Projected Delivery Lead Time from Date of Purchase:		_____ weeks
Equivalent Item Description (Make & Model) for Item No. 9: <hr/>		

Item No.	Item Description	Bid Price
10	John Deere 5085E Utility Tractor Cab 4WD (with Alamo Side Mower) or Equivalent	\$ _____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Case 685 Tractor with Alamo Versa Side Mower		\$ _____ . ____
Total Bid Price (Minus Trade-In Value) \$ _____ . ____		
Projected Delivery Lead Time from Date of Purchase:		_____ weeks
Equivalent Item Description (Make & Model) for Item No. 10: <hr/>		

Bid Form (Continued)

Item No.	Item Description	Bid Price
11	Yale Veracitor Pneumatic Tire Forklift Model GP050VX or Equivalent	\$ _____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Clark Model: C500-YS60 (SN: Y355-1362-4324-1081)		\$ _____ . ____
Total Bid Price (Minus Trade-In Value) \$ _____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ weeks	
Equivalent Item Description (Make & Model) for Item No. 11: _____		

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

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: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received
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	<p>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).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

Yes No

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

Did the Prime Contractor/Consultant . . .

- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

If “No” was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF _____ 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 _____, 2018.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

APPENDIX A

Technical Specifications: Reclaimer/Stabilizer

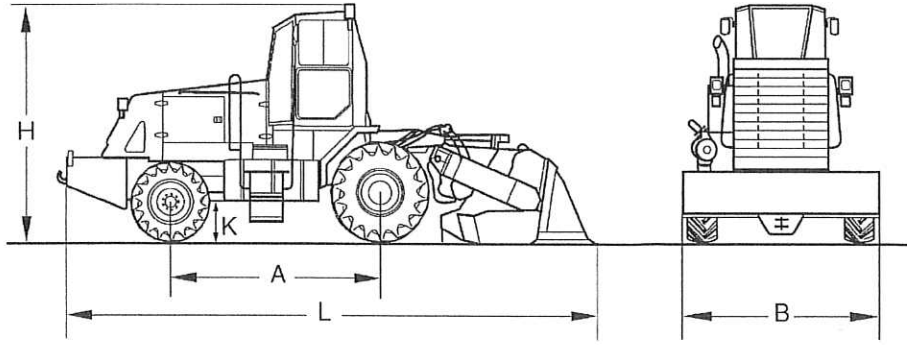


TECHNICAL DATA

STABILIZERS/ RECYCLERS

RS 360





Dimensions in in

	A	B	H	K	L
RS 360	129.0	115.0	138.0	19.0	331.0

Shipping dimensions in cub.yd

RS 360	112,571
--------	---------

Technical Data**BOMAG
RS 360****Weights**

Operating weight CECE	lb	39,000
Axle load, front CECE	lb	10,803
Axle load, rear CECE	lb	28,197

Dimensions

Track radius, inner	in	252,0
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Driving Characteristics

Speed (1)	mph	0- 2,1
Max. gradeability (dep. on soil con.)	%	

Drive

Engine manufacturer		Cummins
Type		QSG 12
Emission stage		Stage IV / TIER4f
Exhaust gas aftertreatment		DOC+DPF+SCR
Cooling		water
Number of cylinders		6
Performance ISO 9249	hp	350,0
Performance SAE J 1995	hp	350,0
Speed	min-1	2.100
Electric equipment	V	24
Drive system		hydrost.
Driven wheels		all wheel

Tyres

Tyre size, front		14.9x24 8PR
Tyre size, rear		28LRx26-165LI

Brakes

Service brake		hydrost.
Parking brake		multi disc

Steering

Steering system		front
Steering method		hydraulic

Rotor

Rotor width	in	78,9
Rotor diameter, outer	in	44,0
Rotor speed 1	min-1	135
Rotor speed 2	min-1	150
Sense of rotation		up-cut
Max. cutting depth	in	12,0
Number of cutting teeth		168

Capacities

Fuel	gal	239,9
AdBlue (DEF)®	gal	13,2

Technical modifications reserved. Machines may be shown with options.

Standard Equipment

- Hydrostatic rotor drive with automatic power adjustment
- Hydrostatic drive
- Anti Slip Control (ASC)
- Rear drive system with Double Reduction
- Planetary Gearbox Drive and SAHR brakes
- Connectible all wheel drive
- Hydraulic power steering
- Single lever control for travel and steer assist braking
- Battery disconnect switch
- Two-stage double air filter system
- Emergency engine shut down
- Vehicle hydraulic system monitoring and warning system
- Warning horn
- Emergency STOP
- Back-up alarm

Optional Equipment

- ROPS/FOPS cabin with seat belts
 - + heating
 - + Air condition
- Working lights
- 4-way flashers (US-Standard)
- Water metering system
- Special paint
- ROPS/FOPS

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 1: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX A) & the bid specifications.

Print Name & Title Above

Signature

Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:



APPENDIX B

Technical Specifications: Motor Grader

Model: 120M2

ARRANGEMENT

OPTION	DESCRIPTION
3532916	120M2 MOTOR GRADER
3532886	GLOBAL ARRANGEMENT
3493046	MOLDBOARD, 12'
3322305	RIPPER/SCARIFIER
2534626	DRAWBAR, 4 SHOF CIRCLE GUIDES
3532891	WEATHER, STANDARD
3090760	LINES, STANDARD W/O ACCUMULATOR
3561436	PRECLEANER
3652196	INSTALLATION ARRANGEMENT
4773438	TIER 4 FINAL AB&T CREDIT USING
3245330	DRAIN, GRAVITY, ENGINE OIL
3099846	BASE + 1 (RIP)
3099879	LIGHTS, FRONT HEADLIGHTS, LOW
4193254	STARTING, (BOSCH)
3906789	CAB, PLUS
4646443	PRODUCT LINK, CELLULAR PLE641
4626388	INSTALLATION, ACCUGRADE READY
3579151	JOYSTICK CONTROLS, BASIC
2547904	TIRES, 14.0R24 MX XGLA2 * G2 SP
3676842	PUSH PLATE, COUNTERWEIGHT
4470898	COOLANT, 50/50, -35C (-31F)
3100685	LANGUAGE, ENGLISH
3975305	COMFORT PACKAGE 2
3532894	LIGHTS, WORKING, BASIC
3912914	CAMERA, REAR VISION
2333295	MIRRORS, OUTSIDE MOUNTED
8J1434	TOOTH, STRAIGHT

ATTACHMENTS

OP9003	LANE 3 ORDER
OP1939	ANTIFREEZE WINDSHIELD WASHER
OP2265	ROLL ON-ROLL OFF
OP3978	ANTIFREEZE, -45C (-50F)

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 2: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX B) & the bid specifications.

Print Name & Title Above

Signature

Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

APPENDIX C

Technical Specifications: Dozer
(Referred to as Tractor by Manufacturer)

Model: D5K2LGP CA

ARRANGEMENT

OPTION	DESCRIPTION
397-4128	D5K2 LGP TRACTOR
397-4328	UNDERCARRIAGE, SALT
286-4310	TRACK, 26", MS, SALT, LGP
397-4188	HYDRAULICS, 3 VALVE, PUMP STD
394-1850	LIGHTS, 4
397-4265	CAB, ROPS, HEATER & A/C
393-4242	SEAT CLOTH
397-4311	SOUND SUPPRESSION, OMISSION
397-4183	CONTROL BASIC
394-1884	PRODUCT LINK, CELLULAR PL641
397-4285	GRILL, RADIATOR, STANDARD
397-4287	GUARD GP, REAR OMISSION
397-4387	GUARD, BELLY, LGP
244-7433	DRAWBAR, STANDARD
244-7503	COUNTERWEIGHT, OMISSION, STD
394-1879	RADIO PREMIUM
282-3675	GUARD, TRK GUIDING, CENTER, SALT
397-4171	BLADE, DSK LGP

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 3: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX C) & the bid specifications.

Print Name & Title Above

Signature

Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

APPENDIX D

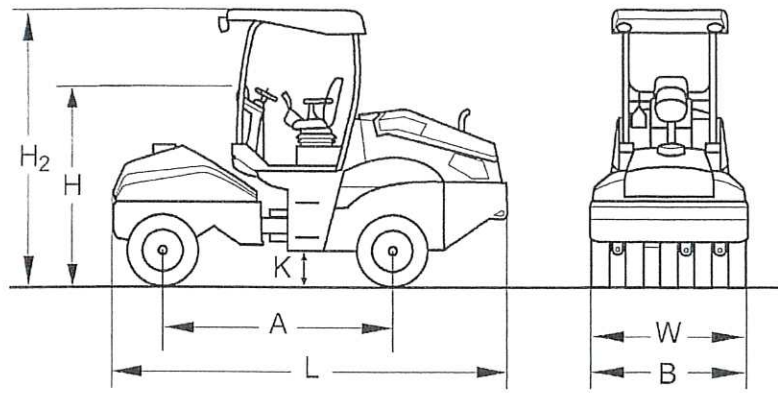
Technical Specifications: Pneumatic Roller

TECHNICAL DATA

PNEUMATIC TYRED ROLLERS

BW 11 RH-5





Dimensions in inch

	A	B	H	H2	K	L	W
BW 11 RH-5	98.4	68.0	82.1	113.0	15.0	174.4	68.0

Shipping dimensions in cub.yd

BW 11 RH-5

without ROPS

20.865

with ROPS

28.718

Machine type	Compaction output (t/h) at different asphalt layer thicknesses		
	0.8-1.6 in	2.4-3.1 in	3.9-4.7 in
BW 11 RH-5	90-180	270-360	450-540

Technical Data

**BOMAG
BW 11 RH-5**

Weights

Operating weight w. ROPS CECE	lb	11,464
Operating weight CECE w. ROPS-cabin	lb	11,905
Grossweight	lb	24,251
Max. middle wheel load CECE	lb	2,694

Dimensions

Track radius, inner	in	122.0
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Driving Characteristics

Speed (1)	mph	7.5
Speed (2)	mph	9.9
Speed (3)	mph	12.4
Max. gradeability (dep. on soil con.)	%	20

Drive

Engine manufacturer		Kubota
Type		V3307 CR-T
Emission stage		4 final
Cooling		water
Number of cylinders		4
Performance ISO 14396	kW	55.4
Performance SAE J 1995	hp	74.0
Electric equipment	V	12
Drive system		hydrost.
Driven axles		rear

Tyres

Tyre size		7.50x15 14PL
Wheel track overlap	in	0.5
Number of tyres, front / rear		5/4

Steering

Steering system		oscil.artic.
Steering method		hydrost.
Steering angle +/-	deg	35
Oscillating angle +/-	deg	10.0
Oscillation of tyres, front	deg	5

Capacities

Fuel	gal	52.8
Water	gal	140.0

Technical modifications reserved. Machines may be shown with options.

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 4: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX D) & the bid specifications.

Print Name & Title Above

Signature

Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

APPENDIX E

Technical Specifications: Wheel Loader

On Off Compare

Units US Metric

[Print Specification](#) [Download Specification](#)

Collapse All Specifications

Doosan DL220-5

Configuration US10 US20

Engine

Model	DL06
Rated Flywheel Power (Gross)	160 hp @ 2,100 rpm
Rated Horse Power (Net)	160 hp @ 2,100 rpm
Max. Torque (Net)	542 lb-ft @ 1,400 rpm
Engine Emissions Tier (EPA)	T4
Engine After Treatment	HPCR, WGT, EGR, DOC and SCR w/DEF
Engine Make	Doosan
Engine Number of Cylinders	6
Engine Displacement	5,900 cm ³

Hydraulic System

Main Pump: Displacement	74 cm ³ /rev
System Pressure: Work	254.93 kgf/cm ²
Boom Speed - Up (Loaded)	6 s (±0.5 s)
Boom Speed - Down	3.5 s (±0.4 s)
Bucket Speed - Dump	1.2 s (±0.3 s)
Main Pump: Max. Flow Rate (each)	40.95 gal/min
Main Pump: Quantity	1
Main Pump: Main Relief Pressure	250 bar
Total Cycle Time	10.7 s (±0.3 s)

Undercarriage

Tire Size	20.5-R25(L3)
Tread Width	6' 4"

Travel System/Drive Mechanism

Travel performance: Gradeability	30° @ 58 %
Traveling performance: Max. Tractive Effort	24,692 lb

Weights

Operating Weight	27,381 lb	28,296 lb
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Dimensions

Bucket Capacity	2.3 m ³	2.3 m ³
Bucket Width	8' 4"	8' 4"
Hinge Pin Height	12' 7"	14' 1"
Dump reach at 45° (fully raised)	3' 5"	3' 4"
Dump height at 45° (fully raised)	9' 3"	10' 8"

Overall Height	10' 9"	10' 9"
Overall Length	24' 5"	25' 11"
Wheel Base	9' 10"	9' 10"
Ground Clearance	1' 5"	1' 5"
External Turning Radius at Bucket Edge	19' 6"	20' 0"
Static Tipping Load (Straight)	21,231 lb	19,412 lb
Static Tipping Load (Full Turn)	18,750 lb	17,141 lb
Breakout Force	22,706 lbf	25,179 lbf
Rear Axle Oscillation		22°
Digging Depth	3"	7"

Transmission

Speeds Fwd	4
Speeds Rev	3
Travel Speed Forward - 1st gear	4.35 mph
Travel Speed Forward - 4th gear	24.23 mph
Final Drive	Planetary-Outboard
Differential Type	Limited Slip

Refill Capacities

Fuel Tank	62.08 gal
Cooling System	8.29 gal
Hydraulic System	39.63 gal
Hydraulic Tank	31.7 gal
DEF / Ad blue Tank	8.32 gal
T/C and T/M	10.57 gal

Certain specification(s) are based on engineering calculations and are not actual measurements. Specification(s) are provided for comparison purposes only and are subject to change without notice. Specification(s) for your individual equipment will vary based on normal variations in design, manufacturing, operating conditions, and other factors.

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 5: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX E) & the bid specifications.

 Print Name & Title Above

 Signature

 Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

APPENDIX F

Technical Specifications: Vibratory
Tandem Roller



Tandem Vibratory Rollers

BW161AD-5 HF, BW190AD-5 HF

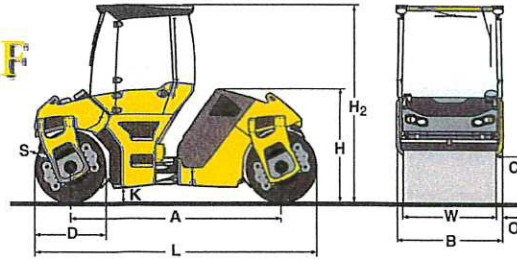


KEY FEATURES

- 2 Amplitudes / 2 Frequencies
- Kubota Tier 4i engine
- ECOMODE
- ECONOMIZER option
- Visible sightlines to drum edge
- Open operator's platform
- 180 degree swivel operator's seat
- Crab walk option

Technical Specifications

BW161AD-5 HF, BW190AD-5 HF



Shipping dimensions

in cubic feet (m³)	with ROPS	without ROPS
BW161AD-5 HF	957.1 (27.1)	726.5 (20.6)
BW190AD-5 HF	1119 (31.7)	849.1 (24.0)

Standard Equipment

- 2 amplitudes / 2 frequencies
- Automatic vibration operation
- Individual vibration control
- Adjustable driver's seat - 180 degrees
- laterally slidable with steering wheel
- On-board indicators
- engine speed, speedometer, fuel consumption, engine temperature
- Pressure sprinkling system with 2 pumps
- Low water level indicator
- Indicator and hazard lights
- Back-up alarm
- Battery disconnect switch
- Storage for documents and tools
- Emergency stop button
- ROPS/FOPS w/ safety belt

Optional Equipment

- ECONOMIZER
- Asphalt temperature display
- ROPS cab w/ seat belts
+ heating
+ 4 working head lights
- Air conditioning w/ cab option
- Radio w/ cab option
- 2 LED-lights for cab roof (flatbeam)
- Edge cutter
- Crab-walk to both sides - 6.7 in (170 mm)
- Lighting for drum edge front and rear
- Seat heating
- Outside mirrors
- Rotary beacon
- Environmentally friendly hydraulic oil
- BOMAG TELEMATIC POWER

Dimensions in inches (mm)

	A	B	C	D	H	H ₂	K	L	O	S	W
BW161AD-5 HF	142.5 (3620)	72.3 (1836)	26.4 (670)	48 (1220)	91.1 (2315)	120.1 (3050)	9.8 (250)	190.6 (4840)	3.1 (78)	0.67 (17)	66.1 (1680)
BW190AD-5 HF	142.5 (3620)	95.1 (2146)	26.4 (670)	48 (1220)	91.1 (2315)	120.1 (3050)	9.8 (250)	190.6 (4840)	3.1 (78)	0.75 (19)	78.3 (1990)

Technical Data

	BOMAG BW161AD-5 HF	BOMAG BW190AD-5 HF
--	-----------------------	-----------------------

Weights

Operating weight with ROPS	lb (kg)	21600 (9800)	26120 (11850)
Operating weight with cab	lb (kg)	22045 (10000)	26560 (12050)

Drive

Engine manufacturer.....	Kubota	Kubota	
Type.....	V3800 CR-TI	V3800 CR-TI	
Emission stage.....	Tier 4i	Tier 4i	
Cooling.....	water	water	
Number of cylinders	4	4	
Performance ISO 14396	hp (kW)	114 (85)	114 (85)
Speed	rpm	2600	2600
Electric equipment	V	12	12

Brakes

Service brake	hydrost.	hydrost.
Parking brake	multi disc	multi disc

Steering

Steering system.....	oscil. artic.	oscil. artic.	
Track radius, inner.....	in (mm)	192.1 (4900)	186.8 (4745)
Lateral displacement right/left (crab steer option)	in (mm)	6.7 (170)	6.7 (170)s

Exciter system

Vibrating drum	front + rear	front + rear	
Automatic vibration shut off.....	standard	standard	
Frequency	vpm (Hz)	3000/4200 (50/70)	3000/4200 (50/70)
Amplitude.....	in (mm)	0.023/0.010 (0.6/0.26)	0.036/0.013 (0.91/0.33)
Centrifugal force	lb (kN)	22706/19109 (101/85)	39791/27876 (177/124)

Capacities

Fuel.....	g (l)	38.3 (145)	38.3 (145)
Water.....	g (l)	198.1 (750)	198.1 (750)

Technical modifications reserved. Machines may be shown with options.

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 6: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX F) & the bid specifications.

Print Name & Title Above

Signature

Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

APPENDIX G

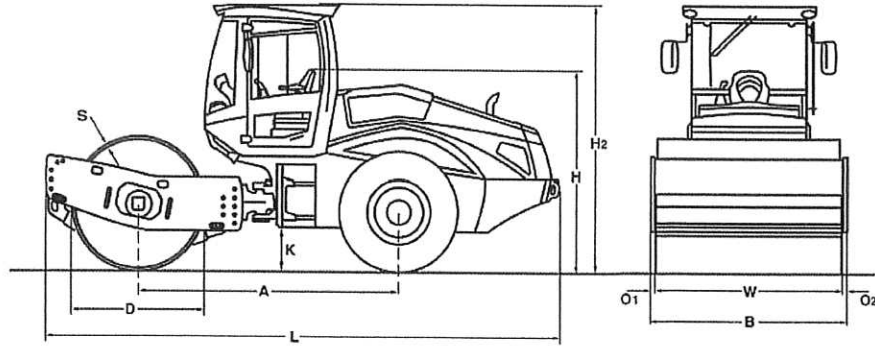
Technical Specifications: Single Drum
Padfoot Roller



TECHNICAL DATA

SINGLE DRUM ROLLERS
BW 211 D-5, BW 211 PD-5





Dimensions in in

	A	B	D	H	H2	K	L	O1	O2	S	W
BW 211 D-5	117.1	89.4	59.1	89.0	117.7	19.3	231.1	2.8	2.8	1.0	83.9
BW 211 PD-5	117.1	89.4	58.3	89.0	117.7	19.3	231.1	2.8	2.8	1.0	83.9

Shipping dimensions in cub.yd

BW 211 D-5
 BW 211 PD-5

without ROPS

39,405
 39,405

with ROPS

52,112
 52,112

Machine type	Compaction output (cub.yd/h)			
	Rock fill	Gravel, sand	Mixed soil	Silt, clay
BW 211 D-5	523.2-1046.4	353.1-706.3	287.7-575.5	143.9-287.7
BW 211 PD-5	523.2-1046.4	353.1-706.3	287.7-575.5	209.3-418.5

Machine type	Compacted layer thickness (in)			
	Rock fill	Gravel, sand	Mixed soil	Silt, clay
BW 211 D-5	27.6	19.7	15.7	7.9
BW 211 PD-5	27.6	19.7	15.7	9.8

Technical Data**BOMAG
BW 211 D-5****BOMAG
BW 211 PD-5****Weights**

Grossweight	lb	28,418	28,109
Operating weight CECE w. ROPS-cabin	lb	23,369	26,676
Axle load, drum CECE	lb	12,500	15,807
Axle load, wheels CECE	lb	10,869	10,869
Static linear load CECE	lb/in	149.1	

Dimensions

Working width	in	83.9	83.9
Track radius, inner	in	144.9	144.9

Driving Characteristics

Speed (1)	mph	0- 3.1	0- 3.1
Speed (2)	mph	0- 3.7	0- 3.7
Speed (3)	mph	0- 5.0	0- 5.0
Speed (4)	mph	0- 6.8	0- 6.8
Max. gradeability without/with vibr.	%	51/48	54/51

Drive

Engine manufacturer		Deutz	Deutz
Type		TCD 3.6 L4	TCD 3.6 L4
Emission stage		4/4	4/4
Cooling		Liquid	Liquid
Number of cylinders		4	4
Performance ISO 3046	hp	127.4	127.4
Performance SAE J 1995	hp	128.0	128.0
Speed	min-1	2,000	2,000
Fuel		diesel	diesel
Electric equipment	V	12	12
Drive system		hydrost.	hydrost.
Drum driven		standard	standard

Drums and Tyres

Number of pad feet			150
Area of one pad foot	sq.in		21.2
Height of pad feet	in		3.9
Tyre size		23.1-26 12PR	23.1-26 12PR

Brakes

Service brake		hydrost.	hydrost.
Parking brake		hydromec.	hydromec.

Steering

Steering system		oscil.artic.	oscil.artic.
Steering method		hydrost.	hydrost.
Steering / oscillating angle +/-	deg	35/12.0	35/12.0

Exciter system

Drive system		hydrost.	hydrost.
Frequency	vpm	1,800/2,040	1,800/2,040
Amplitude	in	0.077/0.039	0.067/0.035
Centrifugal force	lb	53,954/35,520	64,071/43,613
Centrifugal force	t	24.5/16.1	29.1/19.8

Capacities

Fuel	gal	66.0	66.0
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Technical modifications reserved. Machines may be shown with options.

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 7: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX G) & the bid specifications.

Print Name & Title Above

Date

_____ Signature

List additional features (not listed within this appendix) for the piece of equipment being bid below:

APPENDIX H

Technical Specifications: Hydraulic Excavator

Technical Specifications
Gradall Hydraulic Excavator

NEW 2017 GRADALL XL3100 TRK MNTD EXCVTR Gradall
XL3100
Air Conditioning
Aux Hydraulic Plumbing
24v LED Upper Work Lights
G-296 385/65R22.5 Front Tires
60in Bucket
24v LED Upper Beacon w/ Limb Guard
Equipped with the Following
Options Left Hand Rear Step
G-282 11R24.5 Rear Tires
Tilt Steering Column
Telescopic Boom with 220 Degree of Rotation (110 each way)

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 8 (A). : Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX H) & the bid specifications.

Print Name & Title Above

Signature

Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 8 (B). : Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX H) & the bid specifications.

Print Name & Title Above

Signature

Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

APPENDIX I

Technical Specifications: Tractor

JOHN DEERE 5065E Utility Tractor OOS 4WD

Code	Description	Qty
1746LV	5065E Utility Tractor	1
Standard Options - Per Unit		
0202	United States	1
0409	English Operator's Manual and Decal Kit	1
1381	12F/12R PowrReverser Transmission - 540/540E (PR)	1
1799	Less Loader Prep Package	1
2000	Open Operator Station	1
3420	Dual Mid Valves with Joystick Control	1
5185	16.9-28 In. 6PR R1 Bias	1
6040	Mechanical Front Wheel Drive (MFWD)	1
6101	9.5-24 In. 6PR R1 Bias	1

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 9: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX I) & the bid specifications.

Print Name & Title Above

Signature

Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

APPENDIX J

Technical Specifications: Tractor with Side Mower

2017 JOHN DEERE 5085E Utility Tractor Cab 4WD

Code	Description	Qty
696BLV	5085E UTILITY TRACTOR	1
Standard Options - Per Unit		
696BLV0409	5E FT4 PR ENGLISH OM	1
696BLV1381	5E FT4 12/12 TRANSMISSION	1
696BLV2050	5E FT4 CAB STD	1
696BLV2110	MECHANICAL SUSPENSION SEAT	1
696BLV3025	EXHAUST CORNER POST CAB	1
696BLV3320	DUAL REAR SCV	1
696BLV3420	DUAL MID SCV	1
696BLV5121	16.9-30 6PR R1	1
696BLV6040	FRONT AXLE MFWD	1
696BLV6111	11.2-24 6PR R1	1

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 10: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX J) & the bid specifications.

Print Name & Title Above

Signature

Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

APPENDIX K

Technical Specifications: Pneumatic
Tire Forklift



MODEL: GP050VX

All trucks shown with optional equipment. Please refer to quotation specifications

Included Items	Description
Model	Yale Veracitor Pneumatic Tire Forklift Model GP050VX: Nominal 5000 lb. capacity at 24" load center. Veracitor trucks feature Industrial Grade Critical Components that maximize productive value and economic life of the lift truck. Rugged powertrains and cooling systems are designed specifically for tough lift truck applications. Highly reliable electrical systems provide sophisticated control of truck functionality leading to outstanding efficiency. Robust hydraulic systems and heavy duty masts provide excellent load moving capability. Truck frames provide optimal strength and rigidity, including maximum protection to internal components. Standard Equipment includes: Continuous Stability Enhancement System, Integrated Dashboard Display, Operator Restraint System, Operator Presence System (OPS), Low Fuel Indicator, Infinitely Adjustable Steering Column and Floor mat.
Powertrain	Self energizing drum brakes provide excellent stopping power with minimal brake pedal effort. Kubota 2.4L Turbo Diesel EPA/CARB Tier 4 Final emissions certified engine provides excellent power, torque and fuel economy. Durability and reliability endures through a simple, yet robust industrial design. Equipped with a Diesel Oxidation Catalyst (DOC) system for maintenance free emissions compliance. Features two (2) individual performance modes to optimize productivity and fuel economy. Electronically Controlled Powershift 1-Speed Transmission features electronic shift control and electronic inching improving operating costs by eliminated inching adjustments. Industrial grade clutch packs, gears, shafts and other drive train components for exceptional durability. Features a cast aluminum housing for enhanced heat dissipation to maximize transmission performance.
Powertrain Options	High Air Intake Counterweight rear exhaust exits through counterweight opening to reduce turbulence and dust. Single Pedal Inch/Brake Arrangement Heavy Duty Anti-Clog Radiator resists clogging in dirty/dusty environments and offers additional cooling capacity. Rubber mounted isolators resist road shock and vibration for increased durability. Key Switch Start UL Label - Classification Type D
Powertrain Accessories	System monitoring provides superb control over truck functionality and systems enabling maximum system efficiency for excellent durability and serviceability.
Mast	3 Stage Full Free Lift Mast - Class II - 189" (4800mm) Maximum Lift Height - 84" (2120mm) Overall Lowered Height - 60" (1532mm) Free Lift Height without Load Backrest - 238" (6023mm) Overall Extended Height with Load Backrest Mast Tilt - 6° Forward / 6° Back
Carriages & Attachments	48" (1220mm) High Load Backrest Extension 42" Class II Hook Type Integral Sideshifter allows simultaneous fork positioning in addition to the sideshift for increased productivity when working with a variety of load widths.

Included Items	Description
Forks	48" Long Class II Hook Type (1.6" x 3.9") Standard Tapered Forks. Designed for smooth, accurate insertion.
Hydraulics	3 Function (1 Auxiliary) Hydraulic Control Valve Cowl mounted mechanical lever hydraulic controls are conveniently located.
Hoses	1 Auxiliary Function Hose Group - 2 Hoses Internally Mounted
Wheels & Tires	Drive Tires - 7.00 x 12 - Pneumatic Shaped Solid (PSS) - Standard Tread Width Steer Tires - 6.00 x 9 - Pneumatic Shaped Solid
Operator Compartment	86" (2185mm) Overhead Guard - Grid Style
Directional Control	Lever Shift Direction Control - Mounted on Left Hand Side of Steering Column Steering wheel with integral spinner knob to enhance operator comfort and control.
Seat	Our No-Cinch ELR (Emergency Locking Retractor) seat belt system moves with the operator and improves operator comfort and safety without cinching, especially when driving in reverse. It locks only when necessary to assist in operator safety. Non-Suspension Vinyl Seat
Chassis Options	Full venting package features vented panels to allow cleaner air to enter the engine compartment. This reduces the 'vacuuming' effect where floor debris is drawn up into engine and radiator areas.
Lights & Alarms	Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A) Visible Alarm - Amber LED Strobe - Keyswitch Activated - Does Not Increase Truck Height Work Lights - LED Plastic Lens - 2 Front and 1 Rear
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty
Literature & Nameplate	English Literature Pack and Labels

Sales • Rentals • Financing • Fleet Management
Parts • Service • Operator Training

Veracitor™ GP-VX



Truck shown with optional equipment

Manufactured in our own ISO 9001:2000 Registered Facilities



Pneumatic Tire Trucks 4,000 - 7,000 lbs.



Veracitor™ VX Series

As a leader in materials handling, Yale offers so much more than the most complete line of lift trucks. Yale has invested heavily in people, processes and capital equipment to encompass the cornerstones of quality and dependability... **Innovative Design, Comprehensive Testing, Highest Quality, Advanced Components and Superior Manufacturing.**



All trucks shown with optional equipment

Veracity means adherence to the truth. From these origins comes the Veracitor™ VX series. True to our customers. True to your application. And true to our promise of productivity. Each truck in the Veracitor™ VX series of internal combustion engine lift trucks has been designed with component commonality for simplified operational maintenance, and customizable productivity packages for specific customer needs.



Veracitor™ VX Dependability

Yale Veracitor™ VX trucks are designed and manufactured to be among the most dependable trucks in the industry today. Dependability is designed throughout the Veracitor™ VX Series. Yale's **rugged powertrain** offers durability with computer-controlled engine and transmission, robust clutch packs and stronger gears and shafts. An optional powertrain protection system and enhanced monitoring increases long-term durability.

The Veracitor™ VX offers reliable electronics, including **sealed connectors**, allowing the entire truck to be pressure washed. Hall Effect sensors and switches in the key switch and direction lever have solid-state components that are magnetically operated and are 100% sealed from the environment.

The **innovative cooling system** design on the Veracitor™ VX trucks enables dramatically lower operating temperatures than competitive models. The system offers excellent airflow through optimized ducting and high-volume tunnels allowing our trucks to run significantly cooler and longer. Radiators are 100% shock-mounted for long life. The optional "Combi-Cooler" radiator has a three-row aluminum core radiator and a three-row externally mounted heavy-duty transmission oil cooler for tough applications.

O-ring face seals on all high pressure hydraulic connections eliminate pipe fittings and the need for thread sealants creating leak-free joints. A superior filtration system increases the life span of all hydraulic components.

The Yale Veracitor™ Series offers the most reliable, **most comprehensive parts program** available in the industry. Yale dealers provide off-the-shelf availability of maintenance and repair parts routinely serviced in the first two years of truck operation. If one of these parts is not available from dealer stock, the part will be rushed shipped to your dealer location (U.S. 48 contiguous states only) within 24 hours of order placement or Yale will supply the part free of charges. A list of Xpect parts and other terms of this program are available upon request.

Xpect parts
guarantee



Superior Manufacturing



Innovative Cooling

Yale Veracitor™ VX Series.
A true solution.

Ultimate productivity

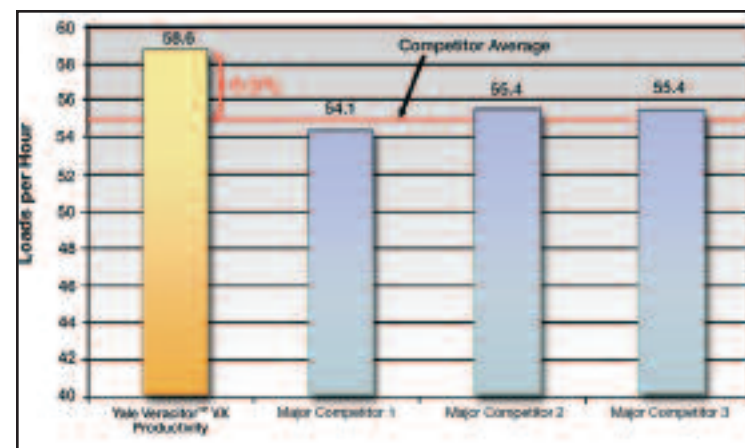
The **Yale VX Series** configurations are designed to meet and exceed your specific application requirements. The Yale Veracitor™ VX Series productivity cost savings are achieved through lower truck operating expenses, reduced labor costs, reduced operator overtime expense and additional savings with increased throughput.



All trucks shown with optional equipment

Yale Veracitor™ VX Series trucks outperformed the competition on a **representative application** test cycle. The combination of engine and transmission options allows you to configure a truck to your specific applications. By moving more loads per hour, these trucks help achieve savings through reduced labor costs and reduced operator overtime.

Source: NMHG Counterbalanced Development Center



The **Yale VX Productivity truck** delivers maximum performance for medium to heavy-duty applications with state-of-the-art features and industry leading power. The **Yale VX Value truck** provides excellent performance for standard and medium-duty applications and is optimized for the lowest hourly cost of operation. **The Yale VX truck** offers first-rate performance for standard-duty applications and is geared to minimize your cost of acquisition without compromising performance.

The Yale Veracitor™ VX series offers a variety of productivity options. **Five engine selections** consisting of the GM 2.4L, Mazda 2.2L, and Mazda 2.0L Gas or LP engines, and the Yanmar 2.6L or 3.3L Diesel engines offer multiple performance levels with reduced operating costs.

Four Yale transmission selections are available: the Standard Electronic, Techtronix 100, Techtronix 200 and the Techtronix 200X transmissions. All transmissions feature smooth electronic inching, electronic shift, and neutral start/brake interlock. The Techtronix transmission also maximizes **controlled ramp descent** limiting roll to three inches per second. Auto-speed hydraulics with automatic inching control (on Techtronix 200/200X transmission) automatically increases engine speed when hydraulics are actuated while maintaining control over vehicle travel speed. Throttle response management increases operator efficiency. The Techtronix 200X transmission adds two-speed functionality for extended drawbar pull application.

The CSE (Continuous Stability Enhancement) system enhances the truck's lateral stability with a simple, maintenance-free design that does not compromise uneven surface travel.



Various truck configurations



Variety of powertrain options



Controlled ramp descent

ultimate
performance

Intelligent ergonomics

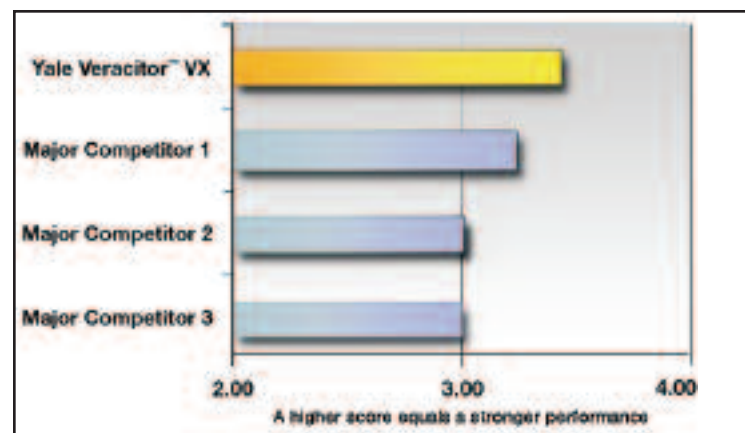
Operators prefer our trucks. Operator comfort is enhanced by the increased foot space in the well designed operator's compartment. The isolated powertrain reduces noise and vibration minimizing operator fatigue and increasing operator productivity throughout a shift. Excellent operator visibility is afforded through the Yale Global Hi Vis™ mast.



All trucks shown with optional equipment

Results from an independent survey of a nationally representative sample of forklift operators indicate that operators really do prefer our trucks. Innovative designs like our optimized step height, increased shoulder clearance, easy right-side access and ergonomically designed controls make this truck an operator favorite.

Source: Ergonomic Center of North Carolina



Rear driving comfort has been enhanced with a convenient optional rear handle (complete with horn button) optimally placed on the rear overhead guard leg. The rear handle, in conjunction with an optional swivel seat, create a comfortable and secure work environment. A moderately sized steering wheel, and the infinitely adjustable steer column, accommodate operators of all sizes. The standard “No-cinch” seatbelt increases operator comfort by remaining loose during normal driving conditions. This automotive-style seat belt features an internal mechanism that locks the seat belt if required.



Rear driving comfort

A low step height provides easy entry and exit. The standard, cowl-mounted manual hydraulic levers also allow easy access for right-side entry/exit. Yale's overhead guard design also offers plenty of headroom.

The **Auto Deceleration System** (standard on the Yale Techtronix transmissions) reduces brake pedal usage, and therefore operator leg fatigue.

The **optional EZ-Tank Bracket™** is an added feature on the standard swing-out bracket. The LP tank swings out and drops down approximately 60 degrees for virtually effortless removal and installation.



Optional EZ-Tank Bracket™

The optional Yale **Accutouch** minilever electro-hydraulic control or optional **Palmtech Joystick** offers an excellent ergonomic design with shorter reach and throw and considerably less effort required to operate versus common hydraulic levers. The fully-adjustable swing-up armrest is contoured for maximum comfort and flexibility to minimize muscle and joint strain.

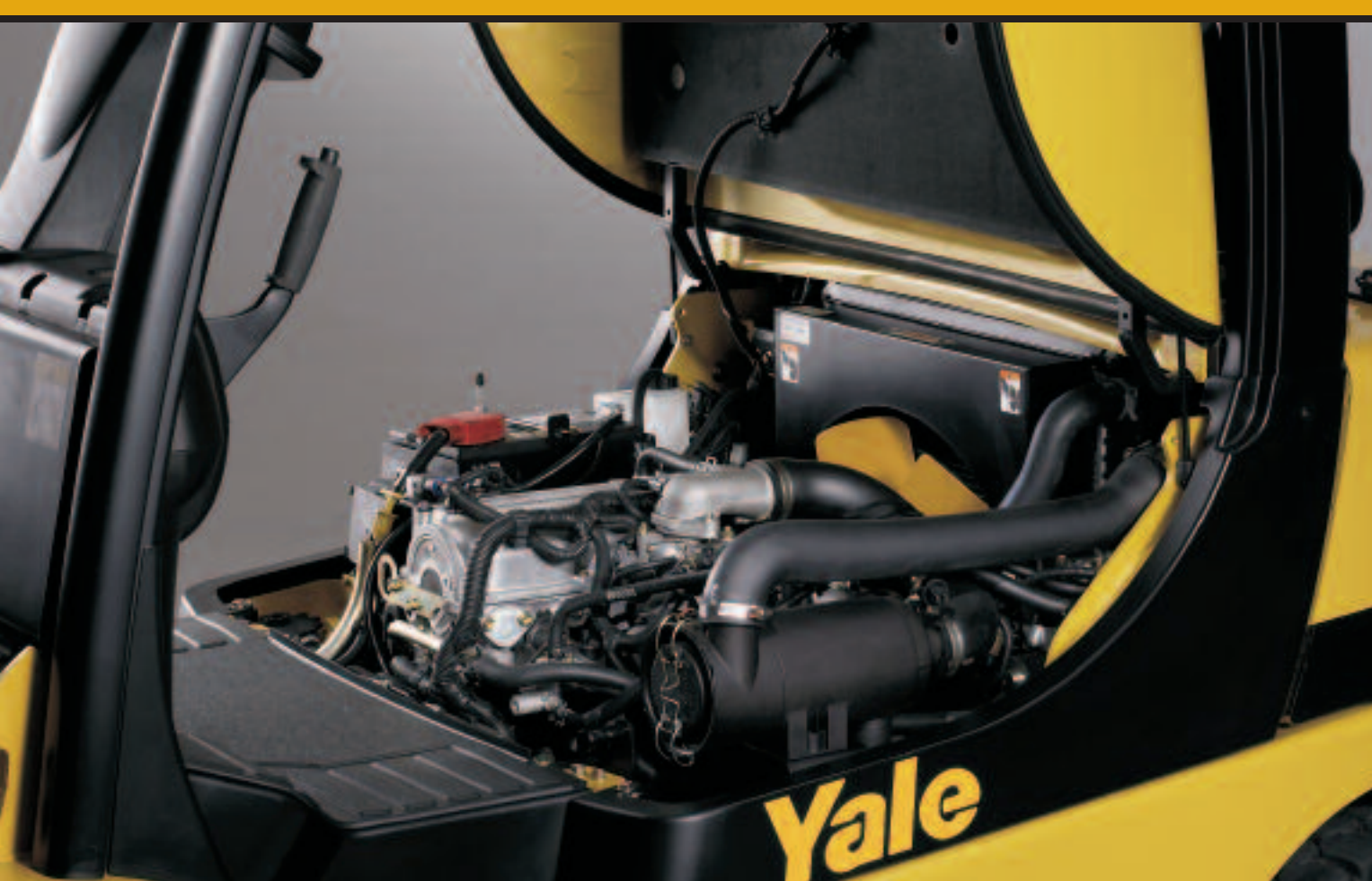


Ergonomic hydraulic controls

**innovative
design**

Yale gold service

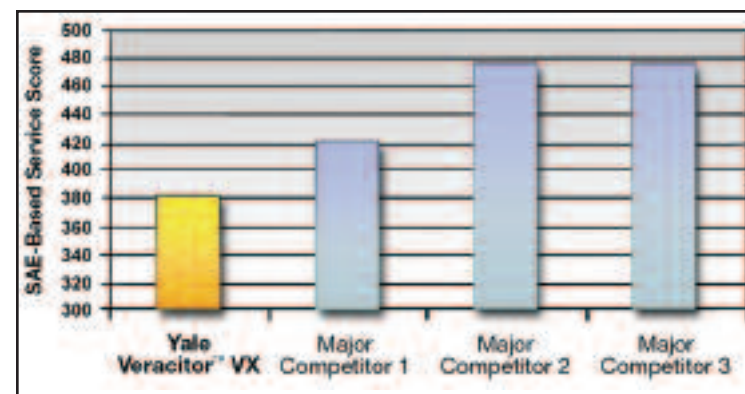
Not only is the Veracitor™ VX series designed to require less maintenance, it is also designed to be extremely easy to service. From the rear-opening, one-piece hood and on-board diagnostics, to the reliable, most comprehensive parts availability in the industry, these trucks were designed with service details in mind. The cowl-to-counterweight access makes servicing fast, easy and convenient. It's the new standard in truck serviceability.



All trucks shown with optional equipment

Our engineers ensure the Yale Veracitor™ VX Series trucks have unmatched serviceability ratings in the industry through cutting edge technology and superior manufacturing. This chart represents Society of Automotive Engineers (SAE) based rating evaluating speed and difficulty of over 30 service routines. Lower score indicates easier serviceability.

Source: NMHG Counterbalanced Development Center



The Veracitor™ VX Series truck has a rear-opening, one-piece hood that opens 85 degrees. Coupled with the one-piece floor plate, it provides excellent **cowl-to-counterweight access**. Engine compartment daily checks are all located on the same side of the truck for quick identification and access. The uncluttered layout under the hood offers clean hydraulic and electrical routings.

The radiator is easy to access and the filler cap and optional radiator lint screen can be removed without the use of tools. The coolant recovery bottle is easily visible to check coolant levels. A coolant fill neck is located for easy reach.

The **Intellix VSM**, vehicle systems manager, continuously monitors truck functions and immediately alerts the operator to service needs. Extensive on-board diagnostics on the Veracitor™ VX Series trucks advanced dash display communicates service codes enabling quick and accurate repairs. PC-based diagnostics enable fast and accurate troubleshooting facilitating first-time fixes.

Yale has **reduced regular service requirements** on the Veracitor™ VX Series truck. Automatic electronic inching eliminates the need for periodic adjustment. The Auto Deceleration System feature on the Techtronix transmissions reduces brake usage, leading to decreased brake maintenance and pad replacement. Optional Oil Cooled Wet Disc goes even further by virtually eliminating brake maintenance. All these reductions in truck service reduce cost and add to your bottom line.



Easy removal



Uncluttered layout



On-board diagnostics

maximum
access

Low **cost of ownership**

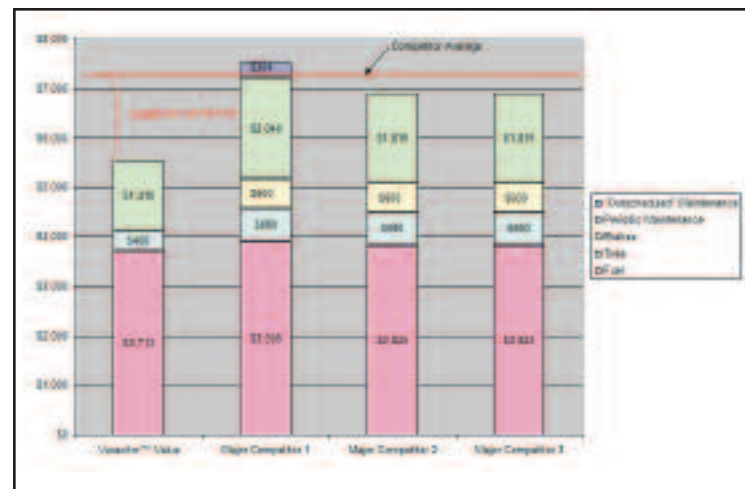
The purchase price of a truck is only a small part of its overall cost. A lift truck's cost of ownership is the largest portion of dollars spent and includes such elements as periodic maintenance, unscheduled repairs, tires, brakes and fuel costs. The Yale engineers focused on cost savings with additional engine and transmission options, world-class serviceability and unparalleled dependability.



All trucks shown with optional equipment

Periodic maintenance, tires, brakes, fuel and unscheduled maintenance all play a part in how the Yale Veracitor™ VX series lowers your overall operating costs. The Veracitor™ VX value truck offers substantial operating cost savings over the competition.

Source: NMHG Counterbalanced Development Center



World-class dependability of the Veracitor™ VX series has decreased the **cost to operate** these trucks through a selection of rugged powertrain configurations, radiator design upgrades, reliable electronics and exceptional hydraulics.

The Techtronix transmissions offer **improved tire and fuel costs** through controlled power reversal. Yale's various engine options offer reduced operating costs. Mazda 2.0, 2.2, and GM2.4L Gas/LP engines, and the Yanmar 2.6L and 3.3L Diesel engines deliver **outstanding fuel economy** with competitive performance.

Intellix VSM, the smart vehicle system manager, maximizes driver efficiency by managing fast direction changes that reduce tire spin and tire wear. Intellix VSM maximizes uptime by monitoring and protecting key truck functions.

Brake life is significantly improved with the optional **Auto Deceleration System**, which is standard on the Techtronix transmissions. This system automatically slows the truck when the throttle pedal is released, minimizing brake usage requirements, and reducing associated brake wear costs.

The optional long life Oil Cooled Wet Disc Brakes further lower the operating costs of the truck by virtually eliminating brake maintenance. These "long life" brakes are fully sealed against contamination making them ideal for tough environments.

Yale has improved serviceability of the Veracitor™ VX series and thereby **reduced the labor cost** involved with periodic maintenance and unscheduled repairs. Easy to remove floor plate requires no tools and offers complete access to the powertrain. Simplified daily checks and reduced service requirements lead to lower maintenance costs.



Increased tire life



Controlled direction changes



Reduced labor costs

intelligent
investment

Veracitor™ VX choices

The Veracitor™ VX Series is available in three configurations to meet and exceed your materials handling application requirements.



Truck Type	VX Productivity	VX Value	VX
Design Objective	maximize loads moved per hour	minimize cost per hour	economical purchase price
Environment	variable	variable	clean/dry
Extended Drawbar Pull	frequent	minimal	none
Hydraulic Attachments	high attachment usage	moderate	sideshift/fork positioner only

Veracitor™ VX versatility

The Veracitor™ VX series offers various truck configurations and options to meet your application requirements.

Engines	Transmissions	Hydraulics	Brakes
2.0L Mazda Power = 40.6 HP Torque = 82 lb - ft @ 2,600 RPM	Standard Electronic One-speed Transmission Electronic Inching Heavy-Duty Clutch Packs	Manual Cowl Easy Reach Ergonomic Design Excellent Right-Side Access	Drum Self-Energizing Automatically Adjusting
2.2L Mazda Power = 46.5 HP Torque = 94 lb - ft @ 2,600 RPM	Techtronix 100 All Features of Standard Single-speed Auto-Deceleration System Extended Drawbar Pull Controlled Rollback	Accutouch Minilever Electro-Hydraulics Fingertip Activation Best-in-Class Comfort Excellent Right-Side Access	Oil Cooled Wet Disc "Long Life" Brakes; Virtually no Maintenance Fully Sealed for Tough Environments
2.4L General Motors Power = 62 HP Torque = 123 lb - ft @ 2,600 RPM	Techtronix 200/200X All Features of 100 Single-speed / Two-speed Extended Drawbar Pull Auto-speed Hydraulics with Automatic Inching Control Throttle Response Management	PalmTech-Joystick Electro-Hydraulics Industry First All-in-One Control Leading-Edge Design Excellent Right-Side Access	
2.5L Yanmar Power = 48 HP Torque = 108 lb - ft @ 1,400 RPM			
3.3L Yanmar Power = 65 HP Torque = 155 lb - ft @ 1,700 RPM			

Veracitor™ VX highlights/options



Dependability highlights

	VX Productivity	VX Value	VX
Rugged Powertrain	Std	Std	Std
Intellix VSM (Vehicle Management System)	Std	Std	Std
100% shock-mounted radiators	Std	Std	Std
Standard serpentine core radiator	N/A	N/A	Std
Anti-clog, square wave radiator	Std	N/A	N/A
Heavy-duty, anti-clog square wave radiator	N/A	Std	Opt
Heavy-duty "Combi-Cooler" radiator	Std	Opt	N/A
CANbus electrical system	Std	Std	Std
Solid-state Hall Effect sensors - no adjustments required	Std	Std	Std
Sealed electrical connections	Std	Std	Std
Precise wire harness routings	Std	Std	Std
Sealed dash display	Std	Std	Std
Electronic horn	Std	Std	Std
O-Ring face seal hydraulic fittings	Std	Std	Std
10-micron high-performance in-tank hydraulic oil filter	Std	Std	Std
Electronically controlled transmissions	Std	Std	Std
Counterweight designed to maximize air flow - enhanced cooling	Std	Std	Std

Dependability options

Powertrain protection with engine shutdown system	Opt	Opt	Opt
Premium electronic monitoring	Opt	Opt	Opt
High air intake with precleaner	Opt	Opt	Opt
Accumulator	Opt	Opt	Opt
Keyless start (with auxiliary key switch)	Opt	Opt	Opt
LED Brake and Backup Lights	Opt	Opt	Opt
Drive lights and rear work lights with halogen bulbs	Opt	Opt	Opt
Traction Speed Limiter	Opt	Opt	N/A
FleetCare Package	Opt	Opt	N/A

Productivity highlights

Mazda 2.0L Engine	N/A	N/A	Std
Mazda 2.2L Engine	N/A	Std	N/A*
GM 2.4L Engine	Std	N/A	N/A
Yanmar 2.6L Engine	N/A	Opt	Opt
Yanmar 3.3L Engine	Opt	N/A	N/A
Standard electronic transmission with electronic inching	N/A	N/A	Std
Techtronix 100 transmission	Opt	Std	N/A
All the features of the standard electronic transmission	•	•	N/A
Auto Deceleration System - smooth directional changes	•	•	N/A
Controlled power reversal feature - reduces tire wear up to 50%	•	•	N/A
Controlled roll back on ramps - enhances driver control	•	•	N/A
Techtronix 200 transmission features	Std	N/A	N/A
All the features of the Techtronix 100	•	N/A	N/A
Auto-speed Hydraulics - superior hydraulic control	•	N/A	N/A
Throttle Response Management - superior traction controllability	•	N/A	N/A
Techtronix 200X transmission features	Opt	N/A	N/A
All the features of the Techtronix 200	•	N/A	N/A
Extended drawbar pull - higher torque capabilities	•	N/A	N/A
Lower 1st gear increases power and gradeability	•	N/A	N/A
Higher 2nd gear enhances efficiency on long runs	•	N/A	N/A
CSE (Continuous Stability Enhancement)	Std	Std	Std
Yale Global Hi Vis™ mast	Std	Std	Std

* Veracitor™ 7000 lb. truck has a 2.2L engine in the base configuration for LP and a 3.3L for diesel.

Note: Std = Standard, Opt = Optional, N/A = Not Available

Veracitor™ VX highlights/options



Productivity highlights, continued

	VX Productivity	VX Value	VX
Hall Effect sensors and switches feature solid-state components - no adjustments	Std	Std	Std
Sealed electrical connectors keep out water and debris	Std	Std	Std
Directional change lever	Std	Std	Std

Productivity options

	VX Productivity	VX Value	VX
Accutouch minilever electro-hydraulic controls	Opt	Opt	Opt
Palmtech Joystick electro-hydraulic control handle	Opt	Opt	Opt
Return-to-set tilt	Opt	Opt	Opt
Rear drive handle with horn button	Opt	Opt	Opt
Full suspension seat	Opt	Opt	Opt
Full suspension swivel seat	Opt	Opt	Opt
Swing-out, drop-down EZ-Tank Bracket	Opt	Opt	Opt
Dual inch brake pedals	Opt	Opt	Opt
Foot Directional Control pedal	Opt	Opt	Opt
Front and rear work lights	Opt	Opt	Opt
Mirrors - side view	Opt	Opt	Opt
Quick disconnects with extension tubes	Opt	Opt	Opt
Productivity Package	Opt	Opt	N/A
Tilt: 10 degrees forward/6 degrees back	Opt	Opt	Opt

Ergonomic highlights

	VX Productivity	VX Value	VX
Infinite adjustment steer column	Std	Std	Std
Optimized step height 16.0 inches (406mm)	Std	Std	Std
Excellent mast visibility	Std	Std	Std
Excellent rearward visibility	Std	Std	Std
Dash display positioned for optimum visibility	Std	Std	Std
Low brake pedal effort	Std	Std	Std
Small 12-inch steering wheel with spinner knob	Std	Std	Std
Single inching / brake pedal with excellent ergonomic positioning	Std	Std	Std
Conveniently located storage compartment	Std	Std	Std
Isolated powertrain	Std	Std	Std
Enhanced insulated non-metallic hood	Std	Std	Std
Auto Deceleration System	Std	Std	N/A
Conveniently located cowl mounted hydraulics	Std	Std	Std
Low noise hydraulic pump	Std	Std	Std
Floormat	Std	Std	Std
Swing out LP tank bracket	Std	Std	Std
No-cinch seatbelt	Std	Std	Std
Cab	Opt	Opt	Opt

Ergonomic options

	VX Productivity	VX Value	VX
Swing-out, drop-down EZ-Tank Bracket	Opt	Opt	Opt
Accutouch minilever electro-hydraulic controls with fully adjustable armrest	Opt	Opt	Opt
Palmtech Joystick electro-hydraulic control handle	Opt	Opt	Opt
Return-to-set tilt	Opt	Opt	Opt
Rear handle with horn button	Opt	Opt	Opt
Full suspension seat	Opt	Opt	Opt
Full suspension swivel seat	Opt	Opt	Opt
Dual Pedal inch/brake	Opt	Opt	Opt
Foot Directional Control Pedal	Opt	Opt	Opt

Note: Std = Standard, Opt = Optional, N/A = Not Available

Truck performance may be affected by the condition of the vehicle, how it is equipped and the application. Consult your Yale Industrial Truck Dealer for further information. Specifications are subject to change without notice.

Veracitor™ VX highlights/options



Service highlights

	VX Productivity	VX Value	VX
Cowl-to-counterweight access	Std	Std	Std
Easy floorplate removal - no tools required	Std	Std	Std
On-board diagnostics with advanced dash display	Std	Std	Std
PC-based diagnostics enabling fast and accurate troubleshooting	Std	Std	Std
Daily checks located on same side of truck and color coded for quick identification	Std	Std	Std
Uncluttered layout with superb hydraulic and electrical routings	Std	Std	Std
Superior filtration system	Std	Std	Std
Intellix VSM, Vehicle Management System	Std	Std	Std
CANbus electrical system	Std	Std	Std
Robust transmission clutch packs	Std	Std	Std
Sealed electrical connectors	Std	Std	Std
O-Ring face seals on all high pressure hydraulic connections	Std	Std	Std
Hall Effect sensors and other solid state components require no adjustment	Std	Std	Std

Service options

	VX Productivity	VX Value	VX
Operator password	Opt	Opt	Opt
Halogen bulbs utilized on drive and work lights	Opt	Opt	Opt
Premium monitoring system	Opt	Opt	Opt
Paper applications kit	Opt	Opt	Opt
Powertrain protection with engine shutdown system	Opt	Opt	N/A
LED brake and backup lights	Opt	Opt	Opt
Vented hood	Opt	Opt	Opt
Swing-out, drop-down EZ-Tank Bracket	Opt	Opt	Opt

Cost of Ownership highlights

	VX Productivity	VX Value	VX
Standard serpentine core radiator	N/A	N/A	Std
Anti-clog, square wave radiator	Std	N/A	N/A
Heavy-duty, anti-clog square wave radiator	N/A	Std	N/A
Heavy-duty "Combi-Cooler" radiator	Std	Opt	N/A
Electronically controlled transmissions	Std	Std	Std
Counterweight designed to maximize air flow	Std	Std	Std
Electronic systems monitoring	Std	Std	Std
Auto Deceleration System	Std	Std	N/A
Controlled power reversal	Std	Std	N/A
Throttle response management	Std	N/A	N/A

Cost of Ownership options

	VX Productivity	VX Value	VX
Powertrain protection with engine shutdown system	Opt	Opt	Opt
Premium monitoring package	Opt	Opt	Opt
High air intake with precleaner	Opt	Opt	Opt
Paper applications kit	Opt	Opt	Opt
Accumulator	Opt	Opt	Opt
Vented hood	Opt	Opt	Opt
Radiator lint screen	Opt	Opt	Opt
Traction speed limiter	Opt	Opt	N/A
Operator password	Opt	Opt	Opt
FleetCare package	Opt	Opt	N/A
Rental package	Opt	Opt	N/A
Operator pre-shift checklist	Opt	Opt	Opt
Michelin XZM radial tires	Opt	Opt	Opt
Wet disc brakes	Opt	Opt	Opt

Note: Std = Standard, Opt = Optional, N/A = Not Available

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The Yale products included in this document may be covered by U.S. Patent 6,684,148 and other patents pending.



GP-VX

VERACITOR® PNEUMATIC TIRE TRUCKS

4,000 · 5,000 lbs

Yale Veracitor® GP-VX Series

This series of trucks is available in several configurations, designed to meet and exceed your material handling application requirements. The Veracitor® forklift can be configured for maximum performance for medium to heavy duty applications with state-of-the-art features and superior power. Applications with standard and medium duty requirements can optimize the product for lowest cost of operation. Standard duty applications can enjoy excellent performance with minimal acquisition cost.

Yale Veracitor® VX Engines feature a rigid cast iron block and main bearing caps. The nodular iron crankshaft is supported with five main bearings. The Kubota LPG and Yanmar diesel engines feature cast iron cylinder head engine blocks for strength and resistance to shock. All engines feature hardened exhaust valve seats with stellite coated valves for superior durability. Ignition systems feature individual coils for each cylinder. All engines are EPA emissions compliant and feature closed loop emissions regulation systems that continually monitor exhaust and adjust fuel/air mix as necessary. The Kubota LPG engine features a long cylinder stroke for improved torque. Mazda and Kubota engines feature electronic throttle control for precise performance and consistent operation.

Fuel System

All engines are EPA emissions compliant and feature closed loop emissions regulation systems that continually monitor exhaust and adjust fuel/air mix as necessary. Yale Veracitor® VX Engines use a vaporizer/regulator to convert the fuel from a liquid to a gas, and a mixer carburetor. The Kubota LPG engine features three individual performance modes to optimize fuel economy in applications with different productivity levels. The Mazda gasoline engine uses Electronic Gasoline Injection (EGI) with a Mass Air Flow sensor input to the Engine Control Unit (ECU) to determine fueling requirements. Yanmar diesel engines use a rotary fuel injection pump to meter the proper amount of fuel to each cylinder.

Transmission

There are two transmission selections available with multiple engine configurations that will handle a wide variety of material handling applications. Both transmissions feature electronic inching (requires no adjustment), electronic shift control, neutral start switch, and anti-restart protection. A single pedal controls both inching and

braking. Optional dual inch/brake pedals are available for operators who prefer this design. A 10 micron filter protects the transmission from abrasive contaminants.

The Techtronix 100 features Auto Deceleration through the controlled application of clutch packs, and also reduces tire spin by precisely regulating engine speed during controlled ramp descent.

Cooling System employs a 17" blade pusher-type fan. A high capacity, cross-flow radiator ensures rapid heat dissipation. The sealed cooling system operates at a pressure of 15 psi and includes a coolant recovery tank for visual inspection of coolant level. The transmission oil cooler is integrated into the radiator and is located in the side tank. The optional combi-cooler radiator features an externally mounted transmission oil cooler for increased heat transfer capability. All radiators are soft-mounted for excellent durability.

Drive Axle

The drive axles are designed to withstand heavy duty loads and absorb shock loads. The wheel hubs rotate on large tapered roller bearings. The drive shaft transmits torsion to the drive axle from the engine and transmission. Transmission torque occurs through an industrial hypoid ring gear and pinion differential assembly.

The drive axle is a self contained assembly that is isolated from the transmission by a heavy duty rubber isolator. The axle shafts utilize a "rolled fillet" root spline design for increased resistance to torsion stress. A magnetic sump plug is used to collect any metal particles that are circulating in the axle oil, preventing excessive component wear.

Hydraulic Brakes

Asbestos-free brake linings are bonded to steel shoes and act against cast iron drums. Single circuit master cylinder has a sealed fluid reservoir and features a fluid level sensor which activates an indicator light located on the instrument panel. Independent, hand adjustable parking brake with push-button locking has audible alarm.

(continued on back)

Gas/LP Engine Specifications

Engine	Mazda 2.2L
Cylinders	4
Camshaft	Overhead Valve
Displacement Gas	133 cu.in./2.2 liter
Displacement LP	133 cu.in./2.2 liter
Torque Gas	111 lb.ft @ 2050 RPM
Torque LP	105 lb.ft @ 1500 RPM
Horsepower Gas	50hp
Horsepower LP	48hp

LP Engine Specifications

Engine	Kubota 2.5L
Cylinders	4
Camshaft	Overhead Valve
Displacement	152 cu.in./2.5 liter
Torque	131 lb.ft @ 1000 RPM
Horsepower	59 @ 2500 rpm
Air Filtration	Two stage, Dry Type
Emission Control	Closed Loop

Diesel Engine Specifications

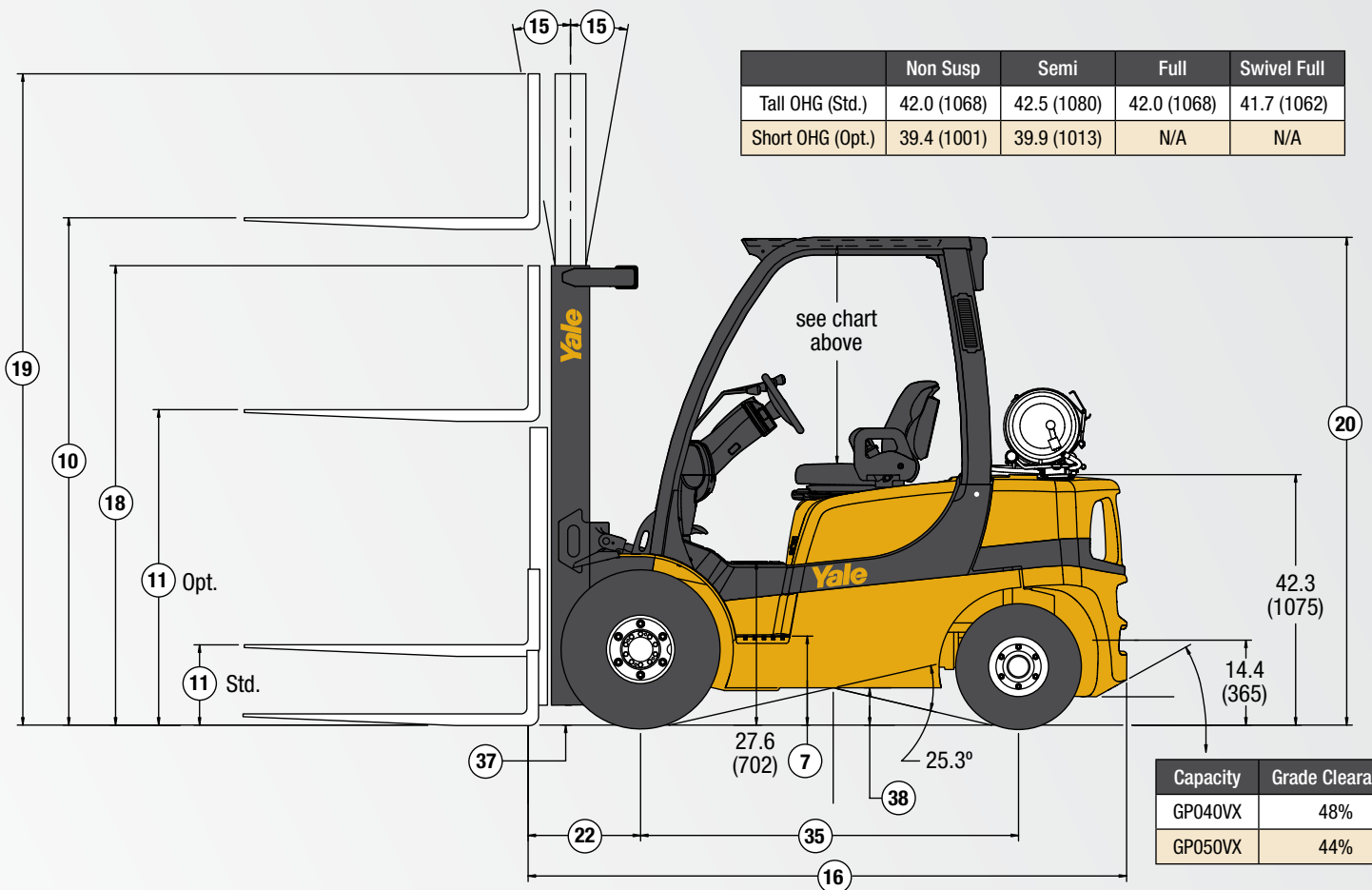
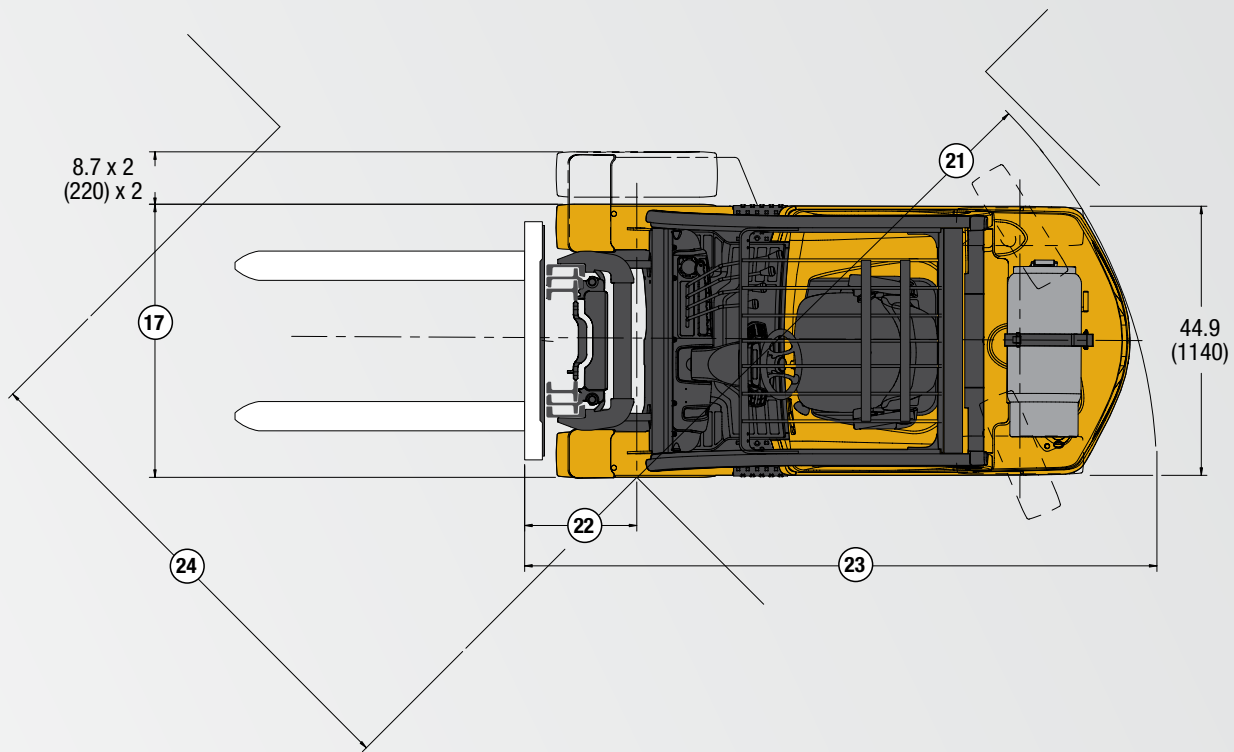
Engine	Yanmar 2.6L
Cylinders	4
Camshaft	Overhead Valve
Displacement	203 cu.in./2.6 liter
Torque	106 lb.ft @ 1400 RPM
Horsepower	46hp

Diesel Engine Specifications

Engine	Yanmar 3.3L
Cylinders	4
Camshaft	Overhead Valve
Displacement	203 cu.in./3.3 liter
Torque	139 lb.ft @ 1700 RPM
Horsepower	58hp



Truck shown with optional equipment



	Non Susp	Semi	Full	Swivel Full
Tall OHG (Std.)	42.0 (1068)	42.5 (1080)	42.0 (1068)	41.7 (1062)
Short OHG (Opt.)	39.4 (1001)	39.9 (1013)	N/A	N/A

Capacity	Grade Clearance
GP040VX	48%
GP050VX	44%

GENERAL	1	Manufacturer Name	Yale					
	2	Model	GP040VX					
		Engine	Mazda 2.2L	Kubota 2.5L	Yanmar 2.6L	Yanmar 3.3L		
	3	Rated Capacity	lb (kg)	4000 (1815)				
	4	Load Center, Distance	in (mm)	24.0 (610)				
	5	Power Type - LPG, Diesel		LPG	Gas	LPG	Diesel	
	6	Operator Type		Sit-Down Rider				
	7	Step Height	in (mm)	15.0 (382)				
	8	Tire Type - Cushion, Solid, Pneumatic		Pneumatic				
9	Wheels, Number - Front/Rear		2x/2					
DIMENSIONS	10	Lift Height, Top of Fork (TOF)	in (mm)	129 (3292)				
	11	Lift Heights, Std. Limited Free Lift (LFL) w/LBR (TOF)	in (mm)	5 (140)				
		Lift Heights, Optional Full Free Lift (FFL) w/LBR (TOF)	in (mm)	61 (1565)				
	12	Standard Carriage Width	in (mm)	42.0 (1067)				
	13	Forks, Thickness x Width x Length	in (mm)	1.6 X 3.9 X 42 (40 X 100 X 1067)				
	14	Fork Spread, Outside Dimensions	in (mm)	43.3 (1099)				
	15	Mast Tilt Angles, Forward/Backward	degrees°	6F/10B				
	16	Length To Face of Forks	in (mm)	98.0 (2486)				
	17	Overall Width, Standard Tread	in (mm)	45.6 (1157)				
		Overall Width, Wide Tread	in (mm)	51.9 (1317)				
	18	Height, Standard Mast - Lowered	in (mm)	86.0 (2170)				
	19	Height, Standard Mast - Extended with LBR	in (mm)	147 (3715)				
		Height, Standard Mast - Extended without LBR	in (mm)	123 (3100)				
	20	Height, Standard Overhead Guard	in (mm)	85.0 (2160)				
		Height, Optional Overhead Guard	in (mm)	82.4 (2093)				
21	Turning Radius, Minimum Outside (OTR)	in (mm)	84.6 (2149)					
22	Length, Center of Wheel to Face of Forks	in (mm)	18.5 (470)					
23	Aisle Width, Right Angle Stack (Add Length of Load)	in (mm)	103.1 (2619)					
24	Equal Aisle, 90-Degree Intersecting Aisle	in (mm)	79.5 (1987)					
PERFORMANCE	25	Travel Speed, Powershift Transmission RL/NL	mph (km/h)	10.6/11.2 (17.1/18.0)	10.4/10.6 (16.7/17.0)	10.5/11.2 (16.9/18.0)	11.3/12.0 (18.2/19.3)	
	26	Lift Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	110/112 (.56/.57)	122/126 (.62/.64)	132/140 (.67/.71)	134/134 (.68/.68)	
		Lift Speed, Optional 2-Stage FFL RL/NL	ft/min (m/s)	98/100 (.50/.51)	106/112 (.54/.57)	118/124 (.60/.63)	120/120 (.61/.61)	
		Lift Speed, Optional 3-Stage FFL RL/NL	ft/min (m/s)	104/106 (.53/.54)	114/120 (.58/.61)	126/132 (.64/.67)	128/128 (.65/.65)	
	27	Lowering Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	114/98 (.58/.50)				
		Lowering Speed, Optional 2-Stage FFL RL/NL	ft/min (m/s)	98/83 (.50/.42)				
		Lowering Speed, Optional 3-Stage FFL RL/NL	ft/min (m/s)	106/93 (.54/.47)				
	28	Maximum drawbar pull (laden/unladen)	lb (kg)	4611/2716 (2092/1232)	4843/2716 (2197/1232)	5018/2716 (2270/1232)	4767/2601 (2162/1180)	4980/2473 (2259/1122)
		Drawbar Pull, Std. Transmission @ 1 mph RL/NL	lb (kg)	3808/2716 (1727/1232)	4059/2716 (1841/1232)	4297/2716 (1949/1232)	3921/2601 (1779/1180)	4418/2473 (2004/1122)
29	Gradeability, Std. Transmission @ 1 mph RL/NL	Percent %	31/34	33/34	33/34	33/34	40/33	
WT.	31	Weight, Standard Truck (2-Stg. LFL 84/127) NL	lb (kg)	7590 (3443)				
		Weight, Standard Truck (2-Stg. LFL 84/127) RL	lb (kg)	11590 (5257)				
	32	Axle Loading, Static Front/Rear NL	lb (kg)	3887 (1763) / 3697 (1677)				
		Axle Loading, Static Front/Rear RL	lb (kg)	10550 (4785) / 1034 (469)				
TIRES & WHEELS	33	Tire Size, Front		7.00 x 12 - 12				
	34	Tire Size, Rear		6.00 x 9				
	35	Wheelbase	in (mm)	63.9 (1623)				
	37	Ground Clearance, Lowest Pt. NL (w/RL subtract 6mm)	in (mm)	5.2 (132)				
	38	Ground Clearance, Center of Wheelbase NL	in (mm)	6.3 (160)				
	39	Service Brake - Method of Control/Operation		Foot/Hydraulic				
	40	Parking Brake - Method of Control/Operation		Hand/Mechanical				
POWERTRAIN	41	Battery Type		Maintenance Free				
	42	Volts/Cold Cranking Amps	v/cca	12/475			12/770	
	43	Engine, Manufacturer/Model		Mazda 2.2L	Kubota 2.5L	Yanmar 2.6L	Yanmar 3.3L	
	44	Permanent Output	hp (kw)	53 (39)	55 (41)	59 (44)	46 (34) / 58 (43)	
	45	Torque @ Rated RPM	ft Lbs (kg/m)	105 (15) @ 1500 RPM	111 (15) @ 2000 RPM	131 (18) @ 1000 RPM	106 (15) @ 1400 RPM / 139 (19) @ 1700 RPM	
	46	Number of Cylinders/Displacement	No/cc (ci)	4/2184 (133)		4/2491 (152)	4/2659 (162) / 4/3319 (203)	
	47	Transmission Type, Standard		Electronic Powershift				
		Standard Speeds, Forward - Reverse		1-1/N/A				
	49	Hydraulic Tank Capacity (Drain and Refill)	gal (liter)	12.1 (45.8)				
	50	Fuel Tank Capacity (Gas to Diesel Powered Units Only)	gal (liter)	13.9 (52.8)				
	51	Auxiliary Hydraulic Pressure Relief for Attachments	PSI (Mpa)	2250 (15.5)				

GENERAL	1	Manufacturer Name	Yale					
	2	Model	GP050VX					
	3	Engine	Mazda 2.2L	Kubota 2.5L	Yanmar 2.6L	Yanmar 3.3L		
	3	Rated Capacity	lb (kg)	5000 (2268)				
	4	Load Center, Distance	in (mm)	24.0 (610)				
	5	Power Type - LPG, Diesel	LPG	Gas	LPG	Diesel		
	6	Operator Type	Sit-Down Rider					
	7	Step Height	in (mm)	15.0 (382)				
	8	Tire Type - Cushion, Solid, Pneumatic	Pneumatic					
DIMENSIONS	9	Wheels, Number - Front/Rear	2x/2					
	10	Lift Height, Top of Fork (TOF)	in (mm)	129 (3292)				
	11	Lift Heights, Std. Limited Free Lift (LFL) w/LBR (TOF)	in (mm)	5 (140)				
	11	Lift Heights, Optional Full Free Lift (FFL) w/LBR (TOF)	in (mm)	61 (1565)				
	12	Standard Carriage Width	in (mm)	42 (1067)				
	13	Forks, Thickness x Width x Length	in (mm)	1.6 X 3.9 X 42 (40 X 100 X 1067)				
	14	Fork Spread, Outside Dimensions	in (mm)	43.3 (1099)				
	15	Mast Tilt Angles, Forward/Backward	degrees°	6F/6B				
	16	Length To Face of Forks	in (mm)	100.7 (2559)				
	17	Overall Width, Standard Tread	in (mm)	45.6 (1157)				
	17	Overall Width, Wide Tread	in (mm)	51.9 (1317)				
	18	Height, Standard Mast - Lowered	in (mm)	86 (2170)				
	19	Height, Standard Mast - Extended with LBR	in (mm)	147 (3715)				
	19	Height, Standard Mast - Extended without LBR	in (mm)	123 (3100)				
	20	Height, Standard Overhead Guard	in (mm)	85.0 (2160)				
	20	Height, Optional Overhead Guard	in (mm)	82 (2093)				
	21	Turning Radius, Minimum Outside (OTR)	in (mm)	87.2 (2216)				
	22	Length, Center of Wheel to Face of Forks	in (mm)	18.5 (470)				
	23	Aisle Width, Right Angle Stack (Add Length of Load)	in (mm)	105.7 (2686)				
	24	Equal Aisle, 90-Degree Intersecting Aisle	in (mm)	80.6 (2020)				
	PERFORMANCE	25	Travel Speed, Powershift Transmission RL/NL	mph (km/h)	10.6/11.2 (17.1/18.0)	10.4/10.6 (16.7/17.0)	10.5/11.2 (16.9/18.0)	11.3/12.0 (18.2/19.3)
		26	Lift Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	110/112 (.56/.57)	122/126 (.62/.64)	126/140 (.64/.71)	134/134 (.68/.68)
		26	Lift Speed, Optional 2-Stage FFL RL/NL	ft/min (m/s)	98/100 (.50/.51)	108/112 (.55/.57)	114/124 (.58/.63)	120/120 (.61/.61)
		26	Lift Speed, Optional 3-Stage FFL RL/NL	ft/min (m/s)	104/106 (.53/.54)	114/120 (.58/.61)	124/132 (.63/.67)	128/128 (.65/.65)
27		Lowering Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	114/98 (.58/.50)				
27		Lowering Speed, Optional 2-Stage FFL RL/NL	ft/min (m/s)	98/83 (.50/.42)				
27		Lowering Speed, Optional 3-Stage FFL RL/NL	ft/min (m/s)	106/93 (.54/.47)				
28		Maximum drawbar pull (laden/unladen)	lb (kg)	4290/2574 (1946/1168)	4508/2574 (2045/1168)	4988/2574 (2270/1168)	4359/2574 (1977/1168)	4946/2417 (2243/1096)
28		Drawbar Pull, Std. Transmission @ 1 mph RL/NL	lb (kg)	3790/2574 (1719/1168)	4044/2574 (1834/1168)	4268/2574 (1936/1168)	3921/2574 (1779/1168)	4384/2417 (1989/1096)
29		Gradeability, Std. Transmission @ 1 mph RL/NL	Percent %	27/29	29/29	33/29	28/29	34/29
WT.	31	Weight, Standard Truck (2-Stg. LFL 84/127) NL	lb (kg)	8330 (3778)				
	31	Weight, Standard Truck (2-Stg. LFL 84/127) RL	lb (kg)	13330 (6046)				
	32	Axle Loading, Static Front/Rear NL	lb (kg)	3732 (1693) / 4569 (2072)				
	32	Axle Loading, Static Front/Rear RL	lb (kg)	12061 (5471) / 1267 (575)				
TIRES & WHEELS	33	Tire Size, Front	7.00 x 12 - 12					
	34	Tire Size, Rear	6.000 x 9					
	35	Wheelbase	in (mm)	63.9 (1623)				
	37	Ground Clearance, Lowest Pt. NL (w/RL subtract 6mm)	in (mm)	5.2 (132)				
	38	Ground Clearance, Center of Wheelbase NL	in (mm)	6.3 (160)				
	39	Service Brake - Method of Control/Operation	Foot/Hydraulic					
	40	Parking Brake - Method of Control/Operation	Hand/Mechanical					
POWERTRAIN	41	Battery Type	Maintenance Free					
	42	Volts/Cold Cranking Amps	vcca	12/475			12/770	
	43	Engine, Manufacturer/Model	Mazda 2.2L Kubota 2.5L Yanmar 2.6L Yanmar 3.3L					
	44	Permanent Output	hp (kw)	53 (39)	55 (41)	59 (44)	46 (34)	58 (43)
	45	Torque @ Rated RPM	ft Lbs (kg/m)	105 (15) @ 1500 RPM	111 (15) @ 2000 RPM	131 (18) @ 1000 RPM	105.5 (14.6) @ 1400 RPM	139.4 (19.3) @ 1700 RPM
	46	Number of Cylinders/Displacement	No/cc (ci)	4/2184 (133)		4/2491 (152)	4/2659 (162)	4/3319 (203)
	47	Transmission Type, Standard	Electronic Powershift					
	47	Standard Speeds, Forward - Reverse	1-1/N/A					
	49	Hydraulic Tank Capacity (Drain and Refill)	gal (liter)	12.1 (45.8)				
	50	Fuel Tank Capacity (Gas to Diesel Powered Units Only)	gal (liter)	13.9 (52.8)				
	51	Auxiliary Hydraulic Pressure Relief for Attachments	PSI (Mpa)	2250 (15.5)				

GP040-050VX Standard Lift Specifications					Approx. Truck Wt.	
O.L.H.	Free Fork Height w/o LBR	Max Fork Height	Extended Height w/LBR	Tilt	GP040VX	GP050VX
in (mm)	in (mm)	in (mm)	in (mm)	Rwd/Fwd	lbs (kg)	lbs (kg)
2-Stage Limited Free Lift (LFL) Mast						
86 (2170)	5 (140)	129 (3292)	178 (4515)	6°/6°	7590 (3443)	8330 (3778)
2-Stage Full Free Lift (FFL) Mast						
86 (2170)	61 (1565)	130 (3302)	179 (4525)	6°/6°	7630 (3461)	8370 (3797)
3-Stage Full Free Lift (FFL) Mast						
78 (1970)	54 (1390)	171 (4350)	220 (5570)	6°/6°	7870 (3570)	8610 (3905)
84 (2120)	60 (1540)	189 (4800)	237 (6020)	6°/6°	7950 (3606)	8690 (3942)
86 (2170)	62 (1590)	194 (4950)	243 (6170)	6°/6°	7970 (3615)	8720 (3955)
90 (2270)	66 (1690)	200 (5100)	249 (6320)	6°/6°	8020 (3638)	8760 (3973)
96 (2420)	72 (1840)	218 (5550)	267 (6770)	6°/6°	8100 (3674)	8840 (4010)

Note: GP040VX & GP050VX have standard 7.00 x 12 x 14 drive tires @ 45.6 inch (1157 mm) overall width.



(continued from cover)

Wet Disc Brakes

Optional oil-cooled wet disc brakes provide excellent stopping power with an extremely long service life. The brake cooling oil circulates within the axle to provide consistent braking performance with no fade or change in pedal effort or travel, throughout the entire shift and beyond.

Hydrostatic Power Steering provides responsive control and eliminates mechanical linkages for reduced surface shock and simplified maintenance. The steering wheel is 12 inches in diameter with a textured surface grip and spinner knob, and requires only four turns lock-to-lock. The center mounted steer cylinder is located within the confines of the steer axle for protection.

Steer Axle is constructed of cast steel and is rubber shock mounted to the frame for reduced wear and vibration. The Continuous Stability System (CSS™) enhances lateral truck stability through reduced steer axle articulation, while simultaneously allowing uncompromised travel across various surfaces.

Chassis designed by state-of-the-art finite element methods contains a rugged, unitized frame structure with a low step for simple entrance to the operator's compartment. Ergonomically designed overhead guard is bar type for excellent visibility and reduced noise.

Operator's Compartment features cowl-mounted hydraulic control levers positioned on the right side of the steering column. Optional Accutouch electro-hydraulic controls are integrated into the operator's right-side armrest allowing superior ergonomic actuation. A pedal arrangement with a large, single inch/brake pedal is standard. Tilt cylinders are located beneath the floor for uncluttered space. Rubber floor mat reduces noise and vibration. Floorplate can be removed without tools for excellent service access. Low step height and a convenient hand grip provide easy entry and exit to and from the truck.

Intellix VSM acts as a master truck controller, providing extensive monitoring and control of truck functions and systems. CANbus technology reduces wiring complexity and enables comprehensive communications between truck systems. The ergonomically positioned dash display transmits continual feedback to the operator and allows for communication of service codes. Comprehensive on-board diagnostics enable quick and easy troubleshooting. The electrical system features sealed connectors and Hall Effect sensors for superior dependability.

Hydraulic System incorporates a gear type pump, cast iron body for quiet efficiency. The system is protected from overloads by a main relief valve for the lift circuit and a secondary relief valve for tilt and auxiliary functions. Oil is double filtered through a 100 mesh suction line strainer and 10 micron return line filter. The hydraulic tank is integrated into the frame. An emergency lowering valve is provided to allow the load to be lowered in the event of power loss. O-ring face seal fittings are used in all high pressure hydraulic connections.

Masts are available in 2-stage LFL (Hi-Vis™₂), 2-stage FFL (Hi-Vis™), and 3-stage FFL (Hi-Vis™₂) models. Mast features flush-faced design with geometrically matched, angled load roller bearings which are canted, yet provide full-face roller contact. The mast front rail flange angle coupled

with the inverted "J" inner channel and three degree mast rollers significantly reduce channel and roller wear. "J-hook" mast mounting system allows for convenient mast installation and removal. A bronze phenolic mast pivot bushing with woven reinforcement offers high load carrying capability with outstanding durability.

Options

Techtronix 100 transmission

- Auto Deceleration System
- Controlled power reversal feature
- Controlled rollback on ramps

Powertrain protection with engine shutdown system
Premium monitoring package
High air intake with precleaner
Accumulator
Keyless start (w/auxiliary key switch)
Various light packages

- Two brake/back-up high intensity LED lights
- Two front and one rear halogen or LED work lights
- Two front, one rear halogen or LED work light and two brake/tail/back-up high intensity LED lights

Traction speed limiter
Heavy duty combi-cooler radiator
Swing-out, drop-down EZ-tank bracket
Accutouch mini-lever electro-hydraulic control
Return-to-set tilt
Rear drive handle with horn button
High-visibility non-cinch seat belt with or without interlock
Polycarbonate overhead guard rain top
Swivel full-suspension seat
Foot Directional Control pedal
Extension tubes with or without quick disconnects
10° forward/6° backward tilt
Operator password
Load weight display
Impact monitor
Seatside directional control
Integral sideshifting fork positioner
Dual side view mirrors
Audible alarm - reverse actuated 82-102 db(A) self-adjusting
Visible alarm amber strobe light - continuous activated, overhead guard mounted
Paper applications kit
Operator pre-shift checklist
Oil-cooled wet disc brakes
Pneumatic shaped solid tires
Radial tires
Dual drive tires
Cab with or without air conditioning
Dual pedal inch/brake
Vented hood
Overhead exhaust
UL options of GS, D, DS, LPS



Truck performance may be affected by the condition of the vehicle, how it is equipped and the application. Consult your Yale® Industrial Truck Dealer if any of the information shown is critical to your application. Specifications are subject to change without notice.

This truck meets all applicable mandatory requirements of ANSI B56.1 Safety Standard for Powered Industrial Trucks at the time of manufacture. Classified by Underwriters' Laboratories, Inc., as to fire and electric shock hazard only for Type E industrial trucks.

The Yale® products included in this document may be covered by US patent 6,684,148 and other patents pending.

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 11: Bidder agrees to provide equipment that will meet or exceed the standard specifications as described in this appendix (APPENDIX K) & the bid specifications.

Print Name & Title Above

Signature

Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

