

**SPECIAL, 12/18/2017 1:30:00 PM**

BE IT REMEMBERED that on December 18, 2017, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

CHIEF DEPUTY COOPER

Honorable Carolyn L. Guidry , County Clerk

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



*Notice of Meeting and Agenda and Minutes*  
*December 18, 2017*

Jeff R. Branick, County Judge  
 Eddie Arnold, Commissioner, Precinct One  
 Brent A. Weaver, Commissioner, Precinct Two  
 Michael S. Sinegal, Commissioner, Precinct Three  
 Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA  
 OF COMMISSIONERS' COURT  
 OF JEFFERSON COUNTY, TEXAS  
 December 18, 2017**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **18th** day of **December 2017** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

11:00 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding pending litigation against the County.

SET NEXT MEETING DATE DECEMBER 25-26, 2017 IS A COUNTY HOLIDAY (CHRISTMAS)

**INVOCATION: Eddie Arnold, Commissioner, Precinct One**

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

## **PURCHASING:**

1. Consider and approve specifications for Request for Proposals (RFP 17-037/YS), Inmate Health Care Services for Jefferson County Correctional Facility.

**SEE ATTACHMENTS ON PAGES 11 - 75**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

2. Consider and approve specifications for Invitation for Bid (IFB 17-047/JW), Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey).

**SEE ATTACHMENTS ON PAGES 76 - 176**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

3. Consider and approve specifications for Request for Statements of Qualification (RFQ 17-051/YS), Professional Services for Hazard Mitigation Assistance, Grant Application Development, Administration, and Project Management for Jefferson County in Response to Hurricane Harvey.

**SEE ATTACHMENTS ON PAGES 177 - 197**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
December 18, 2017*

4. Consider and approve, execute, receive and file Contract Amendment I for (RFP 17-013/YS), Operation and Installation of Shoe Shine Concession for Jefferson County with Spurs Boot Shine to delay scheduled increase of monthly lease rate until March 31, 2018 due to Hurricane Harvey.

**SEE ATTACHMENTS ON PAGES 198 - 199**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

5. Consider and approve, receive and file a Contract Amendment for (IFB 17-008/JW), Cheek Phase V – Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation) (TxCDBG No. 7216231) with BDS Constructors, LLC dba MK Constructors to include bid specifications Addendum No. 2, in its entirety. This project is funded by a Texas Community Development Block Grant from The Texas Department of Agriculture.

**SEE ATTACHMENTS ON PAGES 200 - 211**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

6. Consider and approve, and execute Change Order No. 1 for (IFB 17-008/JW), Cheek Phase V – Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation) (TxCDBG No. 7216231) with BDS Constructors, LLC dba MK Constructors for the correction of an address of one (1) “base bid” service location address from 9819 Lawhon to 9805 Lawhon, Beaumont, Texas 77713. This project is funded by a Texas Community Development Block Grant from The Texas Department of Agriculture.

**SEE ATTACHMENTS ON PAGES 212 - 214**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

***Notice of Meeting and Agenda and Minutes  
December 18, 2017***

7. Consider and approve, execute, receive and file a Business Associate and Support Agreement (Agreement 17-052/DC) with Transaction Data Systems, Inc. and Jefferson County for Pharmacy Software and Support to Jefferson County Health Department. This agreement is for December 20, 2017 through December 20, 2018.

**SEE ATTACHMENTS ON PAGES 215 - 223**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

8. Consider and approve donation of (1)Kubota SSV75, Serial# 21278 and (1) Landpride AP-SGC2027 72" Heavy Duty Grapple Bucket, Serial# 1035265K from Kubota Tractor Corporation along with Beaumont Tractor Company, Inc.to Jefferson County Jefferson County Precinct #1 in response to the Hurricane Harvey relief. This equipment will be transferred to Precinct #1 inventory.

**SEE ATTACHMENTS ON PAGES 224 - 224**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**COUNTY AUDITOR:**

9. Consider and approve FY 2018 budget transfer - Voter Registration - additional cost for voter certificates.

120-1031-415-5077	CONTRACTUAL SERVICE	\$500.00	
120-1031-415-3078	OFFICE SUPPLIES		\$500.00

**SEE ATTACHMENTS ON PAGES 225 - 225**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*December 18, 2017*

10. Consider and approve electronic disbursements for the following items: \$860.48 and \$621.90 both to Texas Department of Criminal Justice for December insurance.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

11. Regular County Bills - check #441198 through checks #441491.

**SEE ATTACHMENTS ON PAGES 226 - 235**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **ADDENDUMS**

12. Consider and approve nonpayment of \$14,052.50 invoice from Josh Schaffer, PLLC for special prosecutor appointment.

**SEE ATTACHMENTS ON PAGES 236 - 241**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY CLERK:**

13. Consider and possibly approve expenditure in the amount of \$3,257.10 from County Clerk's Records Management account for the purchase of (1) additional computer with dual-monitors, (2) Fujitsu document scanners, and (1) cash drawer for the County Clerk's sub-courthouse location.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

14. Receive and file executed Property Tax Abatement Agreement between Jefferson County, Texas and Dow Chemical Company pursuant to Sec. 312.402, Texas Tax Code.

**SEE ATTACHMENTS ON PAGES 242 - 324**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

15. Consider and possibly approve exempting the following groups from paying for security during their scheduled events for the year 2018, Dispute Resolution Center, Jefferson County Bar Association, Jefferson County Democratic Party, Jefferson County Republican Party, Jefferson County Libertarian Party, Jefferson County Green Party, Election School, Jefferson County Clerk's office for meetings and training related to Elections, Jefferson County Coalition for Victims of Crime, Family Services, Jefferson County Deputy Constable Association and Jefferson County District Clerk's office for Passport Day. The security expense will be paid via budgeted funds.

**SEE ATTACHMENTS ON PAGES 325 - 325**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

16. Consider and possible approve, execute, receive and file the reappointments of Hoyt Simmons, and Karl Wadenpfohl, Jr. as Commissioners to the Jefferson County Emergency Services District #1 (J.C.E.S.D. #1) Board of Commissioners effective January 1, 2018. Appointment by Commissioner Arnold.

**SEE ATTACHMENTS ON PAGES 326 - 327**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

17. Consider and possible approve, execute, receive and file the appointment of Mark Zambardino as Commissioner to the Jefferson County Emergency Services District #1 (J.C.E.S.D. #1) Board of Commissioners effective January 1, 2018. Appointment by Commissioner Arnold.

**SEE ATTACHMENTS ON PAGES 328 - 328**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

18. Consider and possible approve, execute, receive and file the reappointments of Brandon M. Rose and Terence Simon as Commissioners to the Jefferson County Emergency Services District #3 (J.C.E.S.D. #3) Board of Commissioners effective January 1, 2018. Appointment by Commissioner Arnold.

**SEE ATTACHMENTS ON PAGES 329 - 330**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

19. Consider and possibly approve a RESOLUTION REGARDING REQUEST OF TRP CRUDE MARKETING, LLC FOR THE ISSUANCE OF ONE OR MORE SERIES OF INDUSTRIAL DEVELOPMENT REVENUE BONDS AND INDUCEMENT THEREOF; AUTHORIZING THE FILING OF ONE OR MORE APPLICATIONS FOR REQUIRED DESIGNATIONS OR ALLOCATION OF VOLUME CAP; AND AUTHORIZING OTHER ACTIONS, REQUESTS, APPROVALS AND CONSENTS RELATED THERETO.

**SEE ATTACHMENTS ON PAGES 331 - 336**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

20. Consider and possibly approve a Resolution Opposing the Removal of the Brooks Road Overpass at Interstate Highway 10.

**SEE ATTACHMENTS ON PAGES 337 - 337**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

21. Consider and possibly approve the re-appointment of Roy Morrell as Commissioner for the Jefferson County Emergency Services District No. 3 pursuant to Sec. 775.034(a) to allow the following to serve and additional term. (The current terms expire January 1, 2018. This will allow him to serve until January 1, 2020.) Appointment by Judge Jeff Branick.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

22. Consider and possibly approve the re-appointments of Robert Bordes appointment by Commissioners Sinegal; Jeff Roebuck appointment by Commissioner Alfred; and Randy Walston appointment by Commissioner Arnold; as Commissioners for Places 1, 3 and 5 for the Jefferson County Emergency Services District No. 4 pursuant to Sec. 775.034(a) to allow the following to serve and additional term. (Their current terms expire January 1, 2018. This will allow them to serve until January 1, 2020.) Robert Bordes – Place 1 Jeff Roebuck – Place 3 Randy Walston – Place 5

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**



## **COUNTY TREASURER:**

23. Receive and File Investment Schedule for November, 2017, including the year to date earnings on County funds.

**SEE ATTACHMENTS ON PAGES 338 - 340**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **SHERIFF'S DEPARTMENT:**

24. Consider and possibly approve a Resolution recognizing Correctional Officer Charles D. Feagin Sr. for 17 years dedicated Correctional service to the citizens of Jefferson County and in wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 341 - 342**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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**Jeff R. Branick  
County Judge**



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

### LEGAL NOTICE Advertisement for Request for Proposal

December 18, 2017

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 17-037/YS, Inmate Healthcare Services for Jefferson County Correctional Facility. **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.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Offerors shall forward an original and eight (8) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

There will be a pre-proposal conference on Tuesday, January 9, 2018, at 9:00 am CDT at the Jefferson County Correctional Facility, 5030 Highway 69 South, Beaumont TX, 77705. Please contact Major John Shauburger (409-726-8720 or 409-673-2056, [jshauburger@co.jefferson.tx.us](mailto:jshauburger@co.jefferson.tx.us)) if you wish to attend.

<b>PROPOSAL NAME:</b>	<b>RFP 17-037/YS</b>
<b>PROPOSAL NO:</b>	<b>Inmate Health Care Services for Jefferson County Correctional Facility</b>
<b>DUE DATE/TIME:</b>	<b>11:00 AM CDT, Tuesday, February 6, 2018</b>
<b>MAIL OR DELIVER TO:</b>	<b>Jefferson County Purchasing Department 1149 Pearl Street, 1<sup>st</sup> Floor Beaumont, Texas 77701</b>

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

Jefferson County encourages Disadvantaged Business Enterprises to participate in the proposal submission 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 proposal in accordance with the terms and conditions stated in this proposal.

**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

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### **Proposal Submissions:**

#### **Offeror is responsible for submitting:**

- **One (1) original** proposal copy to include a completed copy of this specifications packet, in its entirety.
- Eight (8) numbered proposal *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal submission and any other documentation requested within these specifications.

**Additionally, Offeror 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>

## Proposal Submittal Checklist

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The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

### THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- ☒ Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.
- ☒ An acknowledgment and/or response to each section of the proposal.
- ☒ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- ☒ Identification of three (3) entities for which the Offeror is providing or has provided Inmate Healthcare Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- ☒ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- ☒ **One (1) original** proposal to include a completed copy of this specifications packet in its entirety; **and** eight (8) numbered proposal hard copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications.

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

**PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.**

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

**Offeror Must Complete and Return This Page With Offer.**

## **1. Introduction to Offerors**

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Inmate Healthcare Services.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

### **1.1 Vendor Instructions**

**Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.**

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein.** Be sure your proposal package is complete.

### **1.2 Governing Law**

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

### **1.3 Ambiguity, Conflict, or other errors in the RFP**

If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

### **1.4 Notification of Most Current Address**

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

### **1.5 Proposal Preparation Cost**

Cost for developing proposals is entirely the responsibility of Offerors and shall not be charged to Jefferson County.

### **1.6 Signature of Proposal**

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation,

the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

#### **1.7 Economy of Presentation**

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

#### **1.8 Proposal Obligation**

The contents of the proposal and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

#### **1.9 Incorporation by Reference and Precedence**

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

#### **1.10 Governing Forms**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

#### **1.11 Implied Requirements**

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the proposal.

#### **1.12 Compliance with RFP Specifications**

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.



**1.13 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>

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

**1.14 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**1.15 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, a contract (executed in response to this Request for Proposal) 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 the contract 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 contract, 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.

**1.16 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 representative's 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 with 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.

#### **1.17 Evaluation**

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson

County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award in the best interest of Jefferson County.

#### **1.18 Withdrawal of Proposal**

The Offeror may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Offeror may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

#### **1.19 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.

#### **1.20 Award**

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

#### **1.21 Ownership of Proposal**

All proposals become the property of Jefferson County and will not be returned to Offerors.

#### **1.22 Disqualification of Offeror**

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Offerors.

#### **1.23 Contractual Development**

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

#### **1.24 Assignment**

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

### 1.25 Contract Obligation

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Offeror. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

### 1.26 Termination

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies 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 services within the proper amount of time, and/or to properly perform any and all other requirements 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.

### 1.27 Inspections

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Offeror as inadequate.

### 1.28 Testing

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

### 1.29 Loss, Damage, or Claim

The Offeror shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Offeror shall totally indemnify Jefferson County against all claims of loss or damage to the Offeror's and Jefferson County's property, equipment, and/or supplies.

### 1.30 Taxes

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

### 1.31 Non-Discrimination

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.



### 1.32 Conflict of Interest

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

### 1.33 Waiver of Subrogation

Offeror and Offeror'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 the Offeror's performance under this agreement.

### 1.34 Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Offeror's proposal. The insurance requirements are part of this package.

### 1.35 Insurance

The contractor (including any and all subcontractors as defined in Section 1.36.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

#### Minimum Insurance Requirements

**1.35.1 General Insurance Requirements:** The Contractor shall purchase and maintain in full force and effect during the entire period of this Contract, including any maintenance period thereof, insurance of the following types and in amounts not less than the amounts stated below. Such insurance shall protect Contractor from any and all claims and damages, which may arise out of or result from, Contractors operations whether such operations are performed by Contractor or by its subcontractor or by anyone for whose acts the Contractor may be liable. All costs associated with these insurance coverages are the sole responsibility of the Contractor. The Contractor must adhere to the following requirements:

**1.35.1.1 Additional Insured:** The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name JEFFERSON COUNTY

and its officers, trustees and employees as additional insured regarding Contractor's operations as well as completed operations in performance of this Contract.

**1.35.1.2 Waiver of Subrogation:** The Commercial General Liability, Commercial Automobile Liability, Workers' Compensation and Employer's Liability, shall be endorsed to provide a waiver of subrogation in favor of JEFFERSON COUNTY, its officers, trustees, and employees. If Contractor is an approved self-insurer, Contractor will waive all rights of recovery against JEFFERSON COUNTY, its officers, trustees, and employees for any and all claims.

**1.35.1.3 Coverage Primary:** Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to JEFFERSON COUNTY. The limits of liability required herein may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies; but, in no event shall the total limits of liability available for any one occurrence or accident be less than the amounts required.

**1.35.1.4 No Commencement Without Coverage:** The Contractor shall not commence work under this Contract until all required insurance is obtained and approved by JEFFERSON COUNTY. Approval of the insurance by JEFFERSON COUNTY shall not relieve or decrease the liability of the Contractor hereunder.

**1.35.1.5 Certificates:** One original certificate of insurance and all required endorsements and completed certificates of insurance evidencing coverage shall be furnished to the JEFFERSON COUNTY Contracting Officer prior to commencement of work and within ten (10) calendar days after the date of Notice of Award. Certificates and endorsements shall be provided by contractor and anyone involved in the performance of work under this contract by and through contractor (not otherwise included under contractor's coverage), including all subcontractors. All certificates must be issued reflecting JEFFERSON COUNTY as the certificate holder. All Certificates of Insurance shall reflect the JEFFERSON COUNTY project number, name of the Contracting Officer and be signed by a person authorized by that insurer to bind coverage on its behalf. Failure to furnish the required certificates of insurance and accompanying endorsements within the time allowed shall not be considered cause for modification of any contractual time limits. All certificates, endorsements and/or policies of insurance presented as proof of compliance with the above requirements shall be on forms and with insurance companies approved by JEFFERSON COUNTY. All such insurance documents shall be provided by insurance companies authorized to do business in the State of Texas and having a Best's rating of A- (VII) rating or greater, as shown in the most current issue of A.M. Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or have a Best's rating lower than A- (VII) will not be accepted as complying with the insurance requirements of the Contract unless such insurance companies are approved in writing by JEFFERSON COUNTY prior to the award of the Contract. Certificates of Insurance and if applicable, any endorsements shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and the endorsements as required below. If any of the foregoing insurance coverages are required to remain in force after the final payment and are reasonably available, an additional certificate with endorsement evidencing continuation of such coverage shall be submitted with Contractor's final invoice for payment.

**1.35.1.6 No Lapse or Cancellation:** The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. Except as otherwise may be provided in this contract, all insurance policies shall include an endorsement that the policy shall not be canceled, non-renewed, reduced, restricted, or limited without 30 days written notice. In the event of cancellation or lapse of insurance, the Contractor shall notify JEFFERSON COUNTY immediately, in writing, by certified or registered mail, return receipt requested. Contractor shall also provide written notification to JEFFERSON COUNTY, within ten (10) days, of any cancellation due to non-payment of premium, notice of expiration, cancellation, nonrenewal or material change in coverage it receives from its insurer. In addition to any other remedies JEFFERSON COUNTY may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, JEFFERSON COUNTY shall have the right to order Contractor to stop work hereunder and/or withhold payment(s) which become due to Contractor until Contractor demonstrates compliance hereof and unless otherwise directed by JEFFERSON COUNTY, shall cease work until evidence of acceptable insurance coverage is supplied to JEFFERSON COUNTY.

**1.35.1.7 Breach:** Failure to maintain insurance coverage, as required herein, constitutes a material breach of this Contract.

**1.35.1.8 Self Insurance:** The Contractor's insurance requirements as outlined herein, may be self-insured as long as the Contractor is in compliance with the State of Texas requirements for self-insurance and subject to approval and review or audit by JEFFERSON COUNTY to verify the Contractor's financial stability. Audited Financial Statements as well as self-insured certificates must be approved by JEFFERSON COUNTY prior to acceptance of self-insurance and prior to commencement of work. The Contractor's liability is not limited by the amount of insurance carried nor by its self-insurance.

**1.35.1.9 Responsibility of Payments:** Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

**1.35.1.10 Own Equipment and/or Property:** Contractor and its subcontractors are responsible for all damage to their own equipment and/or property; applies to all property whether owned, non-owned, leased, rented or borrowed.

**1.35.1.11 Other Obligations:** It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

**1.35.1.12 Changes:** JEFFERSON COUNTY reserves the right to review the insurance requirements of this Contract during the effective date of the Contract and at renewal or any extension hereof and to modify insurance coverages and limits when deemed necessary and prudent based upon changes in statutory law, court decisions, or circumstances surrounding this Contract.

## **1.35.2 Specific Insurance Requirements:**

**1.35.2.1 Workers' Compensation Insurance:** Coverage is required for workers' compensation providing Statutory Benefits in accordance with the Workers' Compensation Act of the State of Texas and/or any other state or Federal law

as may be applicable to the work being performed under this Contract. See section 1.36.

**1.35.2.2 Employer's Liability Insurance:** Coverage is required for employer's liability with limits of liability not less than:

\$1,000,000	Each Accident
\$1,000,000	Policy Limit for Disease
\$1,000,000	Each Employee for Disease

**1.35.2.3 Commercial General Liability Insurance:** Coverage is required for general liability, including coverage for the following where exposure exists and for amounts not less than:

- 1) Premises/Operations
- 2) Independent Contractors
- 3) Products/Completed Operations
- 4) Personal Injury
- 5) Contractual Liability
- 6) Pollution Liability (where applicable)

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal Injury per occurrence
\$1,000,000	Each Occurrence

**1.35.2.4 Commercial Automobile Liability Insurance:** Coverage is required for automobile liability, covering all owned/leased, hired and non-owned motor vehicles including fuel transports used in connection with the work being performed under the Contract with limits of liability not less than:

\$ 1,000,000 Combined Single Limit

**1.35.2.5 Professional Liability:** Coverage is required for any and all acts, malpractice, errors, or omissions in rendering or failing to render professional services in connection with the work being performed under the Contract with limits of liability not less than:

\$ 2,000,000 Per Claim  
\$ 4,000,000 Annual Aggregate

a) Coverage shall be continuous (by renewal or extended reporting period) for no less than **60 months** following completion of the contract and acceptance of the work by JEFFERSON COUNTY.

b) Coverage, including renewals, shall have the same retroactive date as the original policy applicable to this Contract.

**1.35.2.6 Privacy & Network Security Liability:** Coverage is required for any and all Wrong Acts and the resulting damages and claims expenses in connection with the work being performed under the Contract with limits of liability not less than:

\$ 2,000,000 Per Claim  
\$ 4,000,000 Aggregate

Including the following Insuring Agreements: 1) Privacy Liability; 2) Network Security Liability; 3) Internet Media Liability; and 4) Network Extortion. Data Breach Fund & Regulatory Proceeding coverage is required and can be provided with a Sub-Limit of Liability with limits no less than \$100,000 and \$500,000 respectively.

a) Coverage shall be continuous (by renewal or extended reporting period) for no less than **60 months** following completion of the contract and acceptance of the work by JEFFERSON COUNTY.

b) Coverage, including renewals, shall have the same retroactive date as the original policy applicable to this Contract.

**1.35.2.7 Builder's Risk Insurance/Installation Floater:** Coverage is required providing All Risk Coverage for builders while in the course of renovation/installation. Coverage applies to direct physical loss or damage caused by a covered peril to all materials, supplies, machinery, fixtures, and equipment related at the construction project. Similar property of others in the named insured's care, custody, or control is also covered. The amount of the insurance shall equal 100% of the contract price of the building construction/installation including any modifications or change orders affecting price.

**1.35.2.8 Subcontracts:** Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder, purchase and maintain, during the term of the Contract, the same minimum levels of applicable insurance coverages that are necessary and appropriate for the work performed and as required of Contractor herein. Contractor shall provide to JEFFERSON COUNTY certificates of insurance and endorsements Contractor receives from its subcontractor(s) that name the Contractor and JEFFERSON COUNTY as additional insureds. Contractor shall provide JEFFERSON COUNTY with said certificates and endorsements prior to the commencement of any work by that subcontractor.

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

Excess Liability      \$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (see attached)

**1.35.2.9 Additional Insurance:** Additional insurance will be required to cover alleged violations of state and/or federal statutes, specifically for civil rights and constitutional violation claims.

## **1.36 Workers' Compensation Insurance**

### **1.36.1 Definitions:**

**1.36.1.1 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.

**1.36.1.2 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.

**1.36.1.3 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.

- 1.36.2** 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.
- 1.36.3** The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.
- 1.36.4** 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.
- 1.36.5** The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 1.36.5.1** 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
  - 1.36.5.2** 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.
- 1.36.6** The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.36.7** 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.
- 1.36.8** 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.
- 1.36.9** The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

- 1.36.9.1** 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.
- 1.36.9.2** 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.
- 1.36.9.3** 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.
- 1.36.9.4** Obtain from each person with whom it contracts, and provide to the Contractor:
  - 1.36.9.4.1** A certificate of coverage, prior to the other person beginning work on the project; and
  - 1.36.9.4.2** 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.
- 1.36.9.5** Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 1.36.9.6** 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
- 1.36.9.7** Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.36.10** 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.
- 1.36.11** 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.

### **1.37 Pre-Proposal Conference**

There will be a pre-proposal conference on Tuesday, January 9, 2018, at 9:00 am CDT, at Jefferson County Correctional Facility.

### **1.38 Delivery of Proposals**

All proposals are to be delivered by 11:00 AM CDT, February 6, 2018, to:

**Jefferson County Purchasing Department  
Attention: Deborah L. Clark, Purchasing Agent**

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

**County Holidays:**

December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year's
January 15, 2018	Monday	Martin Luther King, Jr. Day
February 19, 2018	Monday	President's Day
March 30, 2018	Friday	Good Friday
May 28, 2018	Monday	Memorial Day
July 4, 2018	Wednesday	Independence Day
September 3, 2018	Monday	Labor Day
November 12, 2018	Monday	Veteran's Day
November 22 & 23, 2018	Thursday & Friday	Thanksgiving
December 24 & 25, 2018	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	New Year's

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Offeror.

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

**Proposal Submissions shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED PROPOSAL." The outside of the envelope or box shall also include: Proposal Number, Proposal Name, Proposal Due Date, Offeror's Name and Address; and shall be addressed to the Purchasing Agent.**

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

### **1.39 Proposal 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/request for statement of qualifications submission deadline, the bid/proposal/request 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 RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of proposal 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.

#### 1.40 Questions

Questions may be emailed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

#### 1.41 Tentative Schedule of Events

December 18, 2017	Issuance of Request for Proposal
January 9, 2018	Pre Proposal Conference
January 17, 2018	Deadline for Emailed Questions
February 6, 2018	Deadline Submission (late proposals will not be considered)
February 8, 2018	Proposals distributed to Evaluation Committee
February 14, 2018	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
February 19, 2018	Conduct Interview/Best and Final Offer/Short List
February 26, 2018	Recommendation for Award
April 10, 2018	Contractor Begins On-Site Implementation

**Please note:**

**The above schedule of events is *tentative* in nature. Dates listed are subject to change.**

## **2. Response Format**

### **2.1 Introduction**

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

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

### **2.2 Organization of Proposal Contents**

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal (Appendix A of RFP)
- h. Other information that may be helpful in the evaluation

### **2.3 Transmittal Letter**

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter.

However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

## **2.4 Executive Summary**

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

## **2.5 Table of Contents**

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

## **2.6 Offeror Identifying Information**

Offerors must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- f. The Offeror's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

## **2.7 Conflict of Interest**

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its

suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

**FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS  
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

### **3. Proposal Submittal**

The Proposal is due no later than 11:00 AM CDT, Tuesday, February 6, 2018, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Inmate Health Care Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) *original* proposal to include a completed copy of this specifications packet in its entirety; and eight (8) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications, should be mailed or delivered to:  
  
Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701
- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.
- A Proposal Price Sheet which states, as a lump sum, the base price for which the Offeror offers to provide the services and meet all the requirements for the RFP for the period April 10, 2018 through April 9, 2020 based on Attachment E.

#### **4. Scope of Services**

**4.1** Objective: The Commissioners' Court of Jefferson County, Texas, and the Office of the Sheriff of Jefferson County, have as their goal the establishment of a program that provides good quality medical, mental health, dental and other health care services for the inmates of JCCF in Beaumont, Texas. Further, their goal is to provide such care in a cost-efficient manner, with knowledgeable administrative and clinical professionals, supported by competent staff, working under a health care system that provides all the elements required for recognition as a correctional health care program that meets community, state and national standards. To that end, the Commissioners' Court and the office of the Sheriff of the County have undertaken the solicitation of proposals to contract for such health care services for the inmates of JCCF, Beaumont, Texas.

**4.2** Description of Jail: Jefferson County Correctional Facility (JCCF) was opened in January 1992.

The medical unit at JCCF is relatively spacious and provides a pleasant working environment. It has approximately 7,000 square feet of space that includes a waiting room, 3 exam rooms, a dental operatory, supply room, 3 offices, medication room, nursing station, medical records room, two 12-bed wards (each with a washroom, laundry, storage, toilets, lockers and hall space), and 8 medical isolation cells. The exam rooms contain basic equipment.

The information provided in this RFP package has been taken from data available and is believed to be reasonably accurate. Offerors are requested to personally verify data wherever possible and to ask for any other information needed for the preparation of their response to the RFP.

**4.3** Current Contractor: All health care services at JCCF, on-site and off-site, are currently furnished under a contract with Conmed, Inc., a private health care contract provider. The current contract was entered into on January 22, 2013. The initial term was to end January 28, 2015. The agreement was renewed for 3 years, with an additional 45-day extension, and an additional 30-day extension and expires on April 10, 2018.

**4.4** Compliance with State and Federal Laws and Regulations: The Contractor shall keep fully informed on all federal and state laws, all local laws and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed in providing the services required under its contract with Jefferson County. The Contractor shall at all times observe and comply with all such laws, including, but not limited to, the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Fair Labor Standards Act of 1938, applicable provisions of OSHA regulations, PREA, and all other pertinent state and federal laws, and all county and local laws, ordinances, regulations, orders and decrees in force at the time of award.

**4.5** Supplies and Office Equipment: Supplies and medications on hand at the contract starting date will be available for use by the contract provider. Contractor will supply at its expense, all other supplies required to carry out its performance. Said supplies will include, but not be limited to, forms (there are five forms required by JCCF that will be provided by the County), books, medical record folders and forms, all pharmaceuticals (prescription and non-legend), including HIV medications, PPD., prosthetics (e.g., dentures, eyeglasses, artificial limbs), hand instruments, needles and sharps, special medical items (e.g., wheelchairs, if cost is under \$500, trusses, crutches), testing devices, containers and clinical waste receptacles, inmate information materials, gloves and coverings, disinfectants, manuals, aprons and health service personnel outer-wear (e.g., disposable clothing, if used).

In addition, the Contractor will supply at its expense on-site office equipment it needs such as copiers, fax machines, pagers, calculators, additional telephones, answering machines, ordinary computer equipment.

In addition to supplies and equipment on-site on the date of the contract, the County will provide all cleaning and maintenance materials, bedding and clothing for infirmary patients, all food service including meals for correctional officers on assignment at a hospital or medical consultant's office, clinic/health-services-area furniture (that which is ordinarily found in clinic offices such as desks, chairs, tables, lamps, regular file cabinets, telephones, window coverings), and infirmary beds, infirmary intercom system, table stands, chairs, etc.

- 4.6** Placing Purchased Item in Correct Category: In the event it isn't clear whether an item fits under the category of "equipment" or "supply", and there is a difference of opinion as to its appropriate category, the amount of its net purchase price shall be the determinate factor, to wit: if in excess of \$500, the item shall be deemed "equipment"; if \$500 or less, the item shall be deemed "supply".
- 4.7** Equipment and Supplies Remain Property of the County: All equipment purchased under the contract shall be the property of the County and shall remain on site at the termination of the contract. All supplies, including pharmaceuticals, purchased for use in the performance of the contract, shall be the property of the County and shall remain on site at the termination of the contract.
- 4.8** Records and Documentation Remain the Property of the County: All medical and other records, policies and procedures, manuals, instructional books, orientation, and continuing education records and materials, and documentation of every sort, developed for or used in the operation of the health care program under the contract, shall be the property of the County and, at the termination of the contract, remain the property of the County.
- 4.9** Services and Administration: The Contractor is to establish a program for the provision of comprehensive health care services for JCCF. The program is to meet constitutional and community standards and, as a minimum, meet the standards of the National Commission on Correctional Health Care and standards of the Texas Jail Commission. Included and generally described below are features of the program. Said inclusion is not to indicate any limitations of the program, but is intended only as a general description of some of the program's contents.
  - 4.9.1** The development, maintenance and annual review of administrative and operational policies and procedures, and such other manuals and documents that help guide staff in providing quality care in an effective and efficient manner. The County reserves the right to approve policies and procedures of the Contractor. The policies and procedures shall be designed to meet NCCHC and Texas Jail Standards.
  - 4.9.2** The Contractor shall coordinate with a Jail Administrator and Contract Monitor meetings to discuss health care services. Minutes or summaries shall be maintained and distributed to attendees with copies retained for future reference.

The Contractor shall prepare and participate in external reviews, inspections and audits as requested and shall participate in the preparation of responses to critiques. The Contractor shall develop and implement plans to address/correct identified deficiencies.

Statistical reports and incident reports shall be submitted to the Contract Monitor monthly. The Health Administrator and Contract Monitor will review incident reports at least quarterly. Incidents involving serious consequences, such as an inmate death, are to be reported to the Contract Monitor immediately.

  - 4.9.3** The provision for monthly health service staff meetings to include medical, dental, and mental health, to ensure good communication within health services, and the documentation of such meetings.

- 4.9.4** The establishment of a continuous quality improvement committee. The Contractor shall develop and implement a plan to monitor services through quality assurance reviews and inspections.
- 4.9.5** The Contractor shall include regular chart review by physicians of outpatient and inpatient medical records. Chart reviews, deliberations and actions taken as a result of reviews should be documented.
- 4.9.6** The Contractor shall establish a utilization review program for the review and analysis of the utilization of off-site referrals including subspecialty and inpatient stays. The program shall include non-urgent hospitalization, pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning, and prior authorization of targeted procedures, e.g., MRI and CAT scans. The utilization management program shall demonstrate that the use of outside service has been appropriate (medically indicated) and that the length of stay, if applicable is neither longer nor shorter than medically indicated.
- 4.9.7** The Contractor shall indicate its risk management plan and discuss its procedures for dealing with critical incidents. The Contractor shall be responsible for establishing and providing evidence of a formal mortality review process.
- 4.9.8** The Contractor shall implement a pharmacy and therapeutic committee which shall be responsible for additions, deletions to formulary, monitoring usage of pharmaceuticals including psychotropic and identifying prescribing patterns of practitioners. Quarterly written consultation reviews of the pharmacy by a consultant pharmacist shall be required. The Contractor shall utilize a local pharmacy agreement for providing STAT medication orders.
- 4.9.9** The establishment of an infection control activity that monitors the incidence of infectious and communicable disease, seeks to prevent their incidence and spread, and provides for the care and treatment of inmates so infected. Reporting of infections must be in accordance with local and state laws. The program must be in compliance with CDC and OSHA regulations.
- 4.9.10** Within the parameters of its contractual authority evidence of the maintenance of a safe and sanitary jail environment. The Contractor shall make provision for collection, storage, and removal of medical waste and sharps containers in accordance with state and federal regulations. The Contractor is responsible for the costs of removal and disposal, including all necessary supplies.
- 4.9.11** Assurance that all health care services personnel meet current licensure, certification or registration as required in the community. Copies of all current nursing and physician licenses shall be kept on file in the administrator's office. Licensure of all subcontractors and contract employees shall be kept on file in the administrator's office. The files shall be made available to the Contract Monitor when requested.
- 4.9.12** The Contractor shall hire all employees necessary for the performance of this Agreement. The Contractor agrees to initially consider for employment individuals who are currently assigned to work for Health Services at JCCF, as of the date of this proposal. Initial and continued employment of staff and subcontractors shall be subject to approval of the County. All persons employed by the Contractor will be employees of the Contractor and not Jefferson County.



The Contractor, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment or violate any federal, state, or local laws.

The County reserves the right to prohibit any of the Contractor's employees and/or independent contractors from performing service with regard to this Agreement.

All personnel shall be required to pass a background investigation conducted by the Sheriff's Office for initial and/or continued employment. Additionally, all personnel performing on-site services may be required to undergo a urinalysis or blood test if there is reason to believe that they are under the influence of alcohol or other substances of abuse.

All personnel shall comply with current and future state, federal, and local laws and regulations, court orders, administrative directives, institutional directives, NCCHC standards, and policies and procedures of the County and JCCF.

The Contractor shall provide the names of corporate or regional management personnel assigned to this contract. A resume of the regional manager shall be included with this proposal. Any replacement personnel shall be subject to approval of the County.

The Contractor shall notify and consult with the Contract Monitor prior to discharging, removing, or failing to renew contracts of professional staff.

- 4.9.13** The provision and record of ongoing and continuing education for health service personnel and the provision of assistance to Administration in the training (such as CPR, First Aid, and Suicide Prevention) of non-health service staff.
- 4.9.14** That job descriptions are provided for all areas of health staff employment and that staff are adequately oriented to their tasks.
- 4.9.15** That there are sufficient numbers and appropriate levels of staff to perform all the requirements for conducting an effective, efficient and quality health services program. Health services staff shall include a 12 hour MD plus 40 hour NP/PA or a 40 hour MD per week medical director, and a full-time health services administrator. The Contractor is to indicate in its proposal, the range and scope of the responsibilities and activities of these two positions. The Contractor is also to indicate in its proposal, the levels, numbers and time to be spent on site for all staff positions. The medical director or designee shall be on call 24 hours per day.
- 4.9.16** Contractor shall make every attempt to keep employee absenteeism or vacancy at an absolute minimum. All clinical positions shall be filled on all shifts including holidays. The Contractor shall specify how they intend to cover periods of absences caused by vacations, holidays, and sick leave, and shall state what relief factor, if any, were computed into their staffing ratio. The Contractor should state whether positions in their proposal are to be covered by full or part time personnel. All full-time contractual staff shall be on-site for at least 40 hours per week.  
In the event the Contractor fails to fill any vacant position through employment, appointment, or contracting with a qualified person on a permanent or temporary basis (including the utilization of existing staff on an overtime basis at the expense of the Contractor at a period not to exceed thirty days) the Contractor shall issue a credit consisting of 150% of the hourly salary and fringe benefits for each position vacant for an accumulated period of 30 days or more until such time as the position is filled on a permanent basis.

Contractor agrees that during the term of this contract, vacancy rates shall not exceed 10% for all disciplines or positions. If the vacancy rate for all positions exceeds 10% at any time, the contractor shall credit the county for the percentage above 10% of the total on site staffing cost for the period of time the vacancy rate remains above 10%. This credit is independent of and in addition to any credit due for an individual position that has been vacant for more than 30 days. (Example: If contract specifies a total of 24 FTE, at the point there are 3 or more vacant positions, the contractor will have a vacancy rate of 12% and therefore would owe the county a credit of 2% of the total staffing cost beginning on the date of the third vacancy and lasting until one or more positions are filled.) The credited amount shall be approved by the Contract Monitor. The credited amount will be payable to Jefferson County from the Contractor as a credit to Jefferson County's next monthly billing by Contractor.

In the event of an increase or decrease in inmate population, a per diem will be applied. No per diem will be applied until the population increases to 1,050 or decreases below 750. If the population increases beyond 1,050 or decreases below 750, a per diem will be charged. For the purposes of calculation of the population, the average daily population will be averaged over a monthly period to determine the population to be used for billing purposes. Similarly, should the population fall below 750; the per diem per inmate will be credited to the County and reduced from the total monthly billing. Should the population exceed 1,050 inmates or fall below 750 inmates for three (3) consecutive months or more, Contractor reserves the right to negotiate with Jefferson County for changes in staff as agreed to by both parties and the subsequent compensation or reduction for the staffing changes.

- 4.9.17** That adequate and appropriate medications are on hand or available in timely order, and that all pharmaceutical and medical supplies on site are maintained, dispensed, and distributed under good pharmaceutical practices.

Contractor will provide all reasonable and medically necessary medications, prescription and non-prescription including IV solutions, mental health medications, and HIV medications.

The Contractor shall make provisions for on-site delivery of medications to inmates seven days per week and on-site STAT dose capability for emergencies. Medications are to be administered to inmates in their prospective housing areas. Inmates' medications will be administered on a consistent schedule whenever possible. Contractor shall provide, furnish, and supply pharmaceuticals and drugs to JCCF using a blister pack form of packaging.

Contractor shall include a Medication Administration Record to include all information contained on the prescription label.

JCCF sells some non-prescription items through the Commissary.

- 4.9.18** That there are adequate equipment and supplies to meet the needs of the program. Contractor will be responsible for all repairs and maintenance of all medical equipment used towards the fulfillment of this Agreement. Contractor shall be responsible for purchasing and stocking all medical and pharmaceutical supplies for the routine and specialty care of all inmates. All remaining supplies shall become the property of JCCF at the termination of the Contract.

- 4.9.19** That inmates are screened by an EMT-P, EMT-I, or nurse for medical, dental and mental health problems immediately upon arrival to JCCF and prior to housing. Through the EMT-P, EMT-I, or nurse stationed at the booking area, Contractor shall refuse to admit to

JCCF any inmate who displays signs of needing imminent health care and/or mental health care due to untreated injury, illness, communicable disease, and mental health issue until that inmate has been treated and stabilized at a hospital emergency room. In the event the Contractor fails to exercise this option, the Contractor will assume treatment of said inmate within the limits of this Agreement. After an inmate has received treatment and been stabilized at a hospital emergency room for the injury, illness, communicable disease, or mental health issue for which he/she was previously rejected for admission to the jail, and law enforcement personnel present evidence of such treatment to Contract personnel, that inmate shall be admitted to the jail and Contractor shall assume treatment of said inmate within the limits of this Agreement.

Nursing staff shall be expected to review the findings of the receiving screening on a daily basis. An explanation of procedures for accessing medical care shall be provided to inmates orally and in writing upon their arrival to JCCF.

**4.9.20** That there is a mechanism for the medical, dental, and mental health assessments within 14 days of admission into the system, and yearly thereafter, in accordance with NCCHC standards. The 14 day full health assessment must include the following:

- Review of the receiving screening,
- Complete history and physical examination,
- Recording of vital signs, height, and weight,
- Mental health evaluation,
- Vision and hearing screening,
- Laboratory test including VDRL, and other diagnostic tests as clinically indicated,
- Review of the results of the health appraisal by a physician, and
- Initiation of therapy, when appropriate.

The Contractor must provide the following dental services on-site:

- Prevention of dental disease and oral hygiene education,
- Dental treatment of acute dental problems such as severe pain, infections, bleeding, or repair of broken dental prosthesis, if necessary for eating,
- Referral to a dental specialist if needed, and
- Provision for emergency care.

**4.9.21** That inmate health care services are accessible and available through sick call system and through follow-ups that, when appropriate, include referral to medical, dental, and mental health specialties in accordance with NCCHC guidelines.

The Contractor shall conduct nurse sick call seven days a week including holidays. The physician, NP, or PA coverage shall consist of sick call a minimum of 5 days per week. A physician will be on call 24 hours a day, seven days a week. In conducting these clinics, health care staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided. Sick call requests are to be screened within 24 hours of their submission. All inmates are to be seen at sick call within 48 hours of their submission of a request for health services. Sick call shall be conducted on the day and/or evening shifts.

Daily sick call shall be conducted in the Administrative Separation units as well. There shall be an assigned nurse in Administrative Separation units a minimum of 16 hours a day, seven days a week. Assessments will be done during Administrative Separation

rounds, a minimum of three times a week to determine inmate's health status. A record of these Administrative Separation rounds as well as any clinical encounter will be noted in each inmate's medical record.

- 4.9.22** That when needed and as appropriate, eye glasses, dental replacement and other prostheses are furnished to the inmate requiring same at the expense of the Contractor in accordance with NCCHC guidelines.
- 4.9.23** The Contractor shall ensure that accurate, comprehensible, legible, up-to-date medical information is maintained on each inmate under Contractor's care. That confidential and complete and well-organized medical records are maintained for infirmary in-patient and clinic ambulatory care, and that these records include, among other detail, information with respect to mental health and dental care, and hospital in-patient and emergency care, laboratory and radiological services, medication administration record, and medical specialty encounters.

The Contractor shall be the keeper of inmate medical records (active and inactive) throughout the term of the contract and shall adhere to State laws and regulations governing the management of medical records. At the end of the contract, all medical records will become the property of JCCF. All medical records will be available for review by administrative staff of JCCF at any time. Inmate medical records shall be maintained separately from the correctional file, and the confidentiality and security of medical records shall be maintained at all times, under applicable State and Federal statutes and regulations, and under local court rules. The Contractor shall comply with the State's statute regarding retention of health records.

The Contractor shall complete a Texas Uniform Health Status Update form for all inmates transferred to other correctional facilities from JCCF.

- 4.9.24** That inmates are provided with an opportunity for self-education regarding their personal health and well-being, and have the legal opportunity to be informed regarding treatment and the right to refuse care. Contractor shall operate on-site specialty clinics at JCCF which shall include but not be limited to, STD, HIV, TB and any other public health communicable disease. Contractor shall develop and implement a program for the care of chronic care inmates. The chronic care clinic provided shall entail the development of an individual treatment plan by the responsible physician specifying instructions on diet, medication, and diagnostic testing. Chronic care patients shall be provided a review by a physician minimally every three months.
- 4.9.25** That diagnostic, radiological, medical specialty, and emergency and in-patient hospital services and care are provided.

The Contractor shall make referral arrangements with specialists for the treatment of those inmates with health care problems that may extend beyond the primary care services provided on-site. In the event there is a doubt among the medical staff as to whether an inmate needs to be referred off-site, the County has the authority to override the medical department's decision at any time. All referrals shall be coordinated with JCCF for security arrangements.

The Contractor shall be responsible for providing all supplies used or ordered by the specialist, including recommended prosthetics, braces, special shoes, glasses, dentures, hearing aids, orthopedic devices, etc.

- 4.9.26** The Contractor shall develop provisions for prenatal care. Prenatal care shall include but not be limited to: Routine urine testing for proteins and key tones, vital signs,

assessment of fundal height and heart tone, dietary supplement, and observation of signs of toxemia.

**4.9.27** The Contractor shall utilize on-site facility ancillary services to their fullest extent and shall be responsible for the costs of all on-site laboratory and x-ray services. All laboratory results will be communicated to the physician within 48 hours after receipt of test results to enable the physician to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and laboratory results. The physician on-call will be notified immediately of all results of STAT ordered tests and abnormal reports. All routine x-rays shall be provided on-site at the facility by utilizing mobile x-ray services. X-rays shall be read by a Board Certified or eligible radiologist and taken by a registered technician. Contractor shall ensure that results are reported to the medical department within 24 hours.

**4.9.28** The Contractor shall provide emergency medical services on-site 24 hours per day, seven days per week. Arrangements must be made for required emergency services beyond on-site capabilities with appropriate community resources. The Contractor shall be responsible for all emergency transportation including ambulance services.

The Contractor will notify the shift supervisor immediately when an inmate needs off site emergency care.

Contractor will be responsible for providing emergency treatment to visitors, staff, employees, or subcontractors of the County who become ill or are injured while on the premises. Treatment will consist of stabilization and referral to a personal physician or local hospital.

**4.9.29** That infirmary care is supervised by a full-time RN, has adequate staff coverage, maintains separate charting and is provided in a setting that meets standards. Nursing rounds and documentation of nursing rounds in inmate's medical record will be done on every shift for all inmates housed in the infirmary for medical reasons.

**4.9.30** Contractor shall comply with the current JCCF disaster plan in the event of a man-made or natural disaster.

**4.9.31** JCCF has implemented a co-pay program for health services.

**4.9.32** The Contractor will be responsible for the detoxification of inmates withdrawing from drugs or alcohol. Inmates experiencing severe detoxification (overdose) or withdrawal shall be transferred to an emergency room.

**4.9.33** The Contractor shall comply with the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system. The Contractor shall maintain monthly statistics of grievances filed i.e. those with and without merit. All grievance procedures shall be in accordance with County regulations. The County reserves the right to review any inmate complaints and review the Contractor's actions. The Contractor must implement the County's recommendations in disputed cases.

**4.9.34** Contractor will perform pre-employment physicals for JCCF employees. The Contractor's physician will be responsible for obtaining a history and performing a physical for prospective employees of JCCF.

**4.9.35** Contractor will provide for mental health services which shall include as a minimum:  
- Screening for mental health problems on intake as provided in NCCHC, ACA, and TCJS standards.

- Referral to the Contractor's psychiatrist for the detection, diagnosis, and treatment of mental illness.
- Crisis intervention and management of acute psychiatric episodes.
- Stabilization of the mentally ill and the prevention of psychiatric deterioration in the correctional setting.
- Assist in the referral and admission to licensed mental health facilities for inmates whose psychiatric needs exceed the treatment of the facility.
- Obtaining and documenting informed consent.
- Provide appropriate licensed mental health professionals to diagnose any inmates detected at booking of having a suspected mental illness and provide the necessary documentation to the court system of that diagnosis with 24 hours of an inmate's booking. This may be obtained from prior records if within one year of booking. This section is intended for compliance with Texas CCP 16.22.
- The Contractor shall ensure inmates referred outside of intake for mental health treatment receive a comprehensive evaluation by a licensed mental health professional. The evaluation shall be completed with three (3) days of the referral request date.
- The Contractor shall ensure that a minimum of three (3) qualified physicians meeting the requirements of Texas Health and Safety Code Chapter 574 are retained each month to provide the following services upon request of County regarding civil commitments: (1) review the files of, conduct interviews with and evaluate the condition of inmates who have been identified as proposed civil commitment patients; (2) complete Certificates of Medical Examinations and other necessary documents in a timely manner pursuant to the requirements of the Texas Health and Safety Code Chapter 574 and County; (3) be available to provide testimony in court in support of the Certificates of the Medical Examinations and other necessary documents.

- 4.10** Standards and Accreditation: Unless stated otherwise, health care services provided by the Contractor shall comply with applicable standards of the National Commission on Correctional Health Care (presently, Standards for Health Services in Jails, 2008). Accreditation is to remain in full effect during the term of this Agreement and any extensions thereof. The Contractor shall be responsible for the payment of all accreditation fees.
- 4.11** Alternates (Options): The Offeror is to specify in its proposal, any alternates it wishes to propose for consideration by the County. Each of these alternates should be sufficiently described and labeled within the proposal, and should indicate its possible or actual advantage to the program being offered. Any proposed decrease or increase in proposal price also should be stated. The name or title of the alternate and its effect on the base price should be restated in the "Price" section of the proposal.
- 4.12** Electronic Medical Records (EMR) Contractor must provide an EMR that meets all NCCHC, ACA, Texas Jail Standards, and any standard that may apply. The system must be fully integrated and bridge with the county's current jail management system. The EMR shall include medication administration, utilization management, discharge planning, tracking of inmate grievances, tracking of off-site appointments, ability to track inmate fees, ability to track dental, mental health, chronic care, and other services. The EMR must be able to generate daily, weekly, and monthly reports as needed. The contractor must agree to give the county all medical records in a digitized stand-alone form upon termination of the contract. The contractor shall be responsible for implementing the EMR upon acceptance of this contract.

## **5. Project Requirements**

### **5.1 Objective**

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

### **5.2 Offeror Experience**

The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

**5.2.1 Minimum Qualifications** – To be considered for award of this contract, the Respondent **must** meet the following minimum qualifications:

The Offeror must be organized for the sole purpose of providing healthcare services, and have previous experience with proven effectiveness in administering correctional health care programs.

The Offeror must have at least five (5) continuous years of corporate experience in providing healthcare services at correctional facilities and have at least three (3) current contracts with separate agencies with correctional facilities of similar size or layout to the facility. Emphasis will be place on those referenced correctional facilities in the State of Texas.

The Offeror must operate in accordance with National Commission on Correctional Health Care (NCCHC) standards, American Correctional Association (ACA) standards and Texas Commission on Jail Standards.

The Offeror must demonstrate its ability to provide a health care system specifically for the Facility. It must demonstrate that it has the ability for a thirty (30) day start-up, that it has a proven system of recruiting staff, and that it has an adequate support staff in its central office capable of competently supervising and monitoring its operation in the County.

### **5.3 Offeror Personnel and Organization**

The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval. Key positions to be included are:

- a. Chief Executive and Chief Operating Officer
- b. Executive Vice President
- c. Area Vice President and/or Regional Manager/Supervisor with direct responsibility for contractual oversight and supervision of site Health Services Administrator
- d. Corporate Medical Director and/or Regional Medical Director with direct clinical oversight of the site Medical Director/site providers
- e. Site Medical Director (exact on-site staff may not be known at time of proposal submittal and actual candidates will require pre-approval by the County)
- f. Utilization Manager/Case Manager/UM contractor assigned to the site
- g. Site Health Service Administrator (H.S.A.) (exact on-site staff may not be known at time of proposal submittal and actual candidates will require pre-approval by the County).



Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

## **5.4 Term**

**5.4.1** The contract resulting from this RFP will have an initial period starting April 10, 2018, ending April 9, 2020 (24 months). Jefferson County may request to renew the original contract as amended from time to time, at the same terms, conditions, and pricing. Each renewal, if any, will be in one (1) year increments for three (3) additional years past the initial term. At the expiration of the initial term the parties may, at their independent discretion, agree to extend the contract for additional one (1) year terms.

**5.4.2** This contract may be terminated by either party for any reason by giving sixty (60) days written notice of intent to terminate.

**5.4.3** An explanation of any and all costs the Offeror intends to pass-through to the County as part of their operational budget is required in the Offeror response. As this will be a cost plus management fee contract, all costs incurred by the County are to be transparent. Be aware that failure to include all costs in your proposal could be reason for contract termination.

## **6. Proposal Evaluation and Selection Process**

### **6.1 Introduction**

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

### **6.2 Cost Proposal**

The Offeror must utilize the form provided in Appendix A in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.

### **6.3 Proposal Evaluation and Selection**

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from: Jefferson County Sheriff's Department, Jefferson County Correctional Facility, Jefferson County Auditor's Office, Jefferson County Judge's Office, Jefferson County District Attorney's Office, and Commissioners' Court.

### **6.4 Evaluation Criteria:**

#### **a. Responsiveness – 15%**

This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

#### **b. Implementation Plan – 25%**

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

#### **c. Offeror Qualifications – 25%**

This refers to the overall qualifications of Offeror and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Offeror's performance on previous local government projects.

#### **d. Personnel Qualifications – 15%**

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Offeror's project team on previous projects with the County and similar projects.

#### **e. Cost of Professional Services – 20%**

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and

Upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

## Section 7 Price and Verification of Proposal

The (name of Offeror) \_\_\_\_\_ agrees to furnish medical and other health services to Jefferson County, Texas, for the Jefferson County Correctional Facility in accordance with its Request for Proposal (RFP) dated December 18, 2017, and addenda (if any) issued prior to the date of this proposal and identified as Addenda Number(s) \_\_\_\_\_, and all accompanying forms and attachments, for the sums stated hereafter.

**7.1 Base Proposal: For the Two Year Period Beginning April 10, 2018 and Ending April 9, 2020. (In words and numbers below):**

\_\_\_\_\_ (\$\_\_\_\_\_)

7.1.1 The above price is based on an average daily population (ADP) of nine hundred (900) inmates during a billing period. If the ADP increases or decreases by \_\_\_\_\_ percent, the price will remain the same. This will be referred to as the basic adjusted price. If the ADP increases by a greater percentage, the price will be increased for that billing period at the rate of \$ \_\_\_\_\_ per inmate in excess of the basic adjusted price. If the ADP decreases by a greater percentage, the price will be decreased for that billing period at the rate of \$ \_\_\_\_\_ per inmate in excess of the basic adjusted price.

7.1.2 By submission of this proposal, the offeror certifies that:

- a. Prices have been arrived at independently, without consultation or communication for the purpose of restricting competition.
- b. No attempt has been made, or will be made, to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- c. The person signing this proposal certifies that (s)he is authorized to represent the company and is legally responsible for the decisions with respect to price, supporting documentation or other statements made in response to this Jefferson County RFP.

**7.2 Alternates:**

The following alternates are offered as part of this proposal:

7.2.1 NONE: \_\_\_\_\_

7.2.2 Alternates That Will Not Affect the Price:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.2.3 Alternates That Will Affect the Price:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Offeror should number and list above any alternates it wishes to offer **and** has identified in detail in the body of its proposal. Further, the offeror should briefly identify the alternate and indicate whether the lump sum price (A) is to be increased (and if so, the amount of increase) for the initial two-year term, or decreased (and amount) for that period, or if it will not be affected by the alternate).

**Section 7**  
**Price and Verification of Proposal**  
**(Continued)**

7.3 To extend the term of the contract for three (3) additional one (1) year periods, beginning April 10, 2020.

In the event it is awarded the contract pursuant to its proposal dated \_\_\_\_\_, in response to the Jefferson County RFP to provide medical and other health services at the Jefferson County Correctional Facility, Beaumont, Texas, and the term is extended as stated above for additional three one-year periods, **the base proposal price as stated in "A" above shall be (increased) (decreased) the following percentage (in words and numbers below):**

\_\_\_\_\_  
 Offeror: (Company Name) \_\_\_\_\_  
 Authorized Signature (Typed) \_\_\_\_\_  
 (Signed) \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Corporation ( ); State of Incorporation \_\_\_\_\_

Partnership ( ); Other \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

7.4 Line Itemization of Base Proposal (A)

**Bottom line total should agree with base price as stated under A. Base Proposal**

The Offeror (Name of Company): \_\_\_\_\_ herein submits its breakdown of its proposal price, as required by the Jefferson County RFP for medical and other health care services to be provided at the Jefferson County Correctional Facility, Beaumont, Texas, for the two-year period **beginning April 10, 2018 and ending April 9, 2020**. In the event that there is a discrepancy between the bottom line total(s) as stated in this Line Itemization and the amount stated under "A. Base Proposal", the latter shall govern.

Name of Offeror: \_\_\_\_\_

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

Signed: \_\_\_\_\_

(Offeror may use whatever format it wishes. Information can be presented here or in a separate attachment. If choosing the latter, please note that fact, on this form).

**Offeror Must Complete and Return This Page With Offer.**

## Non-Disclosure Agreement

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: \_\_\_\_\_

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

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

**Offeror Must Complete and Return This Page 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 OFFER.**

### 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: \_\_\_\_\_

**Offeror Must Complete and Return This Page 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.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Bidder (Entity Name)	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Street & Mailing Address	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Print Name
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> City, State & Zip	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date Signed
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Telephone Number	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Fax Number
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> E-mail Address	

**Offeror Must Complete and Return This Page With Offer.**



## Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center;"><b>OFFICE USE ONLY</b></div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b>    <b>Name of vendor who has a business relationship with local governmental entity.</b> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2</b>    <input type="checkbox"/>    <b>Check this box if you are filing an update to a previously filed questionnaire.</b>             (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)         </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b>    <b>Name of local government officer about whom the information in this section is being disclosed.</b>   <div style="text-align: center; margin-bottom: 10px;">           _____            Name of Officer         </div> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No         </div> <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> <div style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No         </div> <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> <div style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No         </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>4</b> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;">           _____            Signature of vendor doing business with the governmental entity         </div> <div style="width: 35%;">           _____            Date         </div> </div>		

Adopted 8/7/2015

**Offeror Must Complete and Return This Page With Offer.**

**Local Government Officer  
Conflicts Disclosure Statement - OFFICE USE ONLY**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
<b>1</b> Name of Local Government Officer	Date Received _____	
<b>2</b> Office Held		
<b>3</b> Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code		
<b>4</b> Description of the nature and extent of employment or other business relationship with vendor named in item 3		
<b>5</b> List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
(attach additional forms as necessary)		
<b>6</b> <b>AFFIDAVIT</b>		
<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>		
_____ Signature of Local Government Officer		
AFFIX NOTARY STAMP / SEAL ABOVE		
Sworn to and subscribed before me, by the said _____, this the _____ day		
of _____, 20_____, to certify which, witness my hand and seal of office.		
_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath		
<b><u>Offeror Must Complete and Return This Page With Offer.</u></b>		

Adopted 8/7/2015

## Good Faith Effort (GFE)

### DETERMINATION CHECKLIST

***This information must be submitted with your proposal.***

**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. <b>Notify</b> 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. <b>Provide</b> 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. <b>Negotiate</b> 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. <b>Document</b> 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, <b>please explain the reasons why.</b>  |

**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

**Offeror Must Complete and Return This Page With Offer.**

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

***This information must be submitted with your bid.***

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

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

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

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

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

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

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

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

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

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

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

Street	City	State	Zip
--------	------	-------	-----

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

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

Description of Subcontract Work to be Performed:

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

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

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

**Offeror Must Complete and Return This Page 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:

**Offeror Must Complete and Return This Page 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.

**Offeror Must Complete and Return This Page 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 \_\_\_\_\_, 2017.

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

**Offeror Must Complete and Return This Page With Offer.**

## **Attachment A**

### **Health Services Off-site**

#### **Cap Year I February 2013 – January 2014**

Cap Amount:	\$500,000.00
Total Payments:	\$917,409.00
Amount Over Cap:	\$417,409.00

#### **Cap Year II February 2014 – January 2015**

Cap Amount:	\$500,000.00
Total Payments:	\$847,460.95
Amount Over Cap:	\$347,460.95

#### **Cap Year III February 2015 – January 2016**

Cap Amount:	\$500,000.00
Total Payments:	\$887,648.74
Amount Over Cap:	\$387,648.74

#### **Cap Year IV February 2016 – January 2017**

Cap Amount:	\$500,000.00
Total Payments:	\$585,721.32
Amount Over Cap:	\$85,721.32

#### **Cap Year V February 2017 – January 2018**

Cap Amount:	\$500,000.00
Total Payments:	\$312,472.75 (8/2017)
Amount Over Cap:	N/A

## Attachment B

### Medical Statistics (August 2016 – July 2017)

Physician Sick Calls:	447
Nurse Practitioner Sick Calls:	4,703
Dental Sick Calls:	1,088
Psychiatrist Sick Calls:	821
LPC:	6,429
Nurse Sick Calls:	5,012
Nurse treatments/ monitoring:	114,245
Intake Screenings:	13,758
TB Screenings (placed/read):	11,550/5,200
Laboratory:	1,936
X-Ray:	1,062

#### **Off-Site Referrals:**

Hematology:	1
OB/GYN:	20
Ophthalmology:	11
Orthopedics:	23
Neurology:	2
Urology:	6
Oral:	10
Cardiology:	2
Infectious Disease:	4
Podiatry:	6
Radiation:	5
Dermatology:	1
Outpatient Surgery:	1
Outpatient Diagnostics:	7
Dialysis:	10
ER:	189
Hospital Admission:	44

## Attachment C Staffing Requirements

Position	FTE	Hours Per Week
----------	-----	----------------

### Days

NP/PA	1.00	40
Medical Director*	.30	12
Dentist	.50	20
Psychiatrist	.25	10
RN/Administrator	1.00	40
RN/Director of Nursing	1.00	40
RN	1.40	56
LVN	1.40	56
LVN	1.40	56
LVN	1.40	56
EMT-P/I	1.40	56
Mental Health Counselor	1.50	60
Dental Assistant	.50	20
Administrative Assistant	1.00	40
Medical Records Clerk	1.00	40
Clerk/Aid	1.00	40

### Evenings

RN	1.40	56
LVN	1.40	56
LVN	1.40	56
EMT-P/I	1.40	56
EMT-P/I	.60	24

### Nights

RN	1.40	56
LVN	1.40	56
EMT-P/I	1.40	56

<b>Total</b>	<b>25.56</b>	<b>1,022.00</b>
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- \*On Call 24 hours a day, seven days per week
- FTE = Full Time Equivalent
- \* EMT-P or EMT-I
- FT NP/PA & MD 12 hrs or FT MD

## Attachment D Off-Site Providers

### HOSPITAL

ST. ELIZABETH HOSPITAL  
830 CALDER AVE.  
BEAUMONT, TX 77702  
(409) 892-7171

BAPTIST HOSPITAL  
3080 COLLEGE ST  
BEAUMONT, TX 77701  
409-212-5000

### OPHTHALMOLOGY

DR. LEVACY & HARMON  
3345 PLAZA 10 BLVD. SUITE B  
BEAUMONT, TX 77707  
(409) 833-0444

BEAUMONT EYE ASSOCIATES- DR. REN  
3129 COLLEGE  
BEAUMONT, TX 77701  
(409) 838-3725

### GENERAL SURGERY

DR. PEEL  
60205 METROPOLITAN DR STE 230  
BEAUMONT, TX  
(409) 835-9500

### ORAL SURGEON

DR. RAVI  
2929 CALDER SUITE 302  
BEAUMONT, TX 77702  
(409) 832-2532

### OB/GYN

DR. SPROTT  
2965 HARRISON STE 313  
BEAUMONT, TX 77702  
(409) 838-4472

### ORTHOPEDICS

BEAUMONT BONE & JOINT  
3650 LAUREL AVE.  
BEAUMONT, TX 77707  
(409) 838-0346

## Attachment D (continued)

### **CARDIOLOGY**

ADVANCED CARDIOVASCULAR  
755 S. 11TH ST., SUITE 2200  
BEAUMONT, TX 77702  
(409) 892-1192

### **DERMATOLOGY**

DR. MORRELL  
3650 DELAWARE STE 901  
BEAUMONT, TX  
(409) 898-3900

### **UROLOGY**

DR WILCOX  
1120 S 27<sup>TH</sup> ST  
NEDERLAND, TX  
(409) 727-0794

### **PODIATRIST**

DR LUSK  
6260 DELAWARE  
BEAUMONT, TX  
409-899-1538

### **NEPHROLOGY**

DR. DERDERIAN  
3030 NORTH SUITE 340  
BEAUMONT, TX 77702  
(409) 899-1117

DR. LOZANO  
2900 NORTH SUITE 410  
BEAUMONT, TX 77702  
(409) 896-5200

### **DIALYSIS**

BIOTRONICS KIDNEY CENTER  
PO BOX 7464  
BEAUMONT, TX 77726  
(409) 839-8204

1085 S 23<sup>RD</sup>  
BEAUMONT, TX 77702  
409-840-2020

GOLDEN TRIANGLE  
1020 N 14<sup>TH</sup>  
BEAUMONT, TX 77702  
409-832-8423  
KIDNEY CENTER

RENAL CENTER  
3050 LIBERTY  
BEAUMONT, TX 77702  
409-838-6602

**Attachment D (continued)****AMBULANCE**

ACADIAN

PO BOX 98000

LAFAYETTE, LA 70509

(337) 291-3333

**LABORATORY ON-SITE**

LABCORP

P.O. BOX 8105

BURLINGTON, NC 27215

800-553-5059

**RADIOLOGY ON-SITE**

MOBILE-X USA

THE HIGHLANDS 920 RIDGEMONT

SPARKS, MO 21152

1-800-834-2420



## **Attachment E**

### **Relating to the Jail Population**

The jail's population on July 31, 2017 was:	783
Total book-ins August 2016 – July 2017:	16,548
Average book-ins per month:	1,379
Number of inmates over 14 days:	2,639
Percentage of book-ins with over 14 day stay:	16%

Subjects booked in from August 1, 2016 to July 31, 2017:

Female/Black:	2,105
Female/White:	1,950
Male/Black:	6,812
Male/White:	5,681
Total Booked In:	16,548

## **Attachment F**

### **Description of Facility**

The Jefferson County Correctional Facility was opened in January 1992. The facility is a combination of minimum, medium, and maximum security housing. Management style is direct supervision. There are a total of 1,268 beds. The infirmary houses 24 inmates in two wards and there are 8 isolation cells. The maximum security units also have 12 isolation cells.

The average daily population from August 2016 to July 2017 is 746, with approximately 109 female inmates. This facility has 25-30 inmates that participate in a work release program. The inmates leave the facility to work in the community.



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street, 1<sup>st</sup> 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, 1<sup>st</sup> 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](mailto: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](mailto: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)****Bids due: 11:00 AM CDT, Tuesday, January 23, 2018****Table of Contents**

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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

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### 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, 1<sup>st</sup> 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

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

### 1. Bidding

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

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

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

**1.4 Withdrawal of 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 the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

### 3. Purchase Orders and Payment

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

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

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

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

### 4. Contract

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

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

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

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

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

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

**4.6 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 with 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

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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](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, 7<sup>th</sup> 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

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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](mailto: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](mailto: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 be 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 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 unrepared 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 be 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 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 unrepaid 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 Equivalent**s 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

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

**Bidder Shall Return Completed Form with Offer.**

## Acceptance of Offer

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### 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:**

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Jeff R. Branick  
County Judge

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

## Bid Form (Continued)

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

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

## Bid Form (Continued)

Item No.	Item Description	Bid Price
4	<b>BOMAG Model BW11RH-5 Pneumatic Roller or Equivalent</b>	\$ _____ . ____
		<b>Trade-In Value</b>
Trade-In Value for used & flood-damaged: Dynapac CP142 (SN: 1000-500C0B000882)		\$ _____ . ____
<b>Total Bid Price</b> (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	<b>DOOSAN Model DL220-5 Wheel Loader or Equivalent</b>	\$ _____ . ____
		<b>Trade-In Value</b>
Trade-In Value for used & flood-damaged: John Deere 544H (SN: DW544HX57290)		\$ _____ . ____
<b>Total Bid Price</b> (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	<b>BOMAG Model BW161AD-5 Vibratory Tandem Roller or Equivalent</b>	\$ _____ . ____
		<b>Trade-In Value</b>
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	<b>BOMAG Model BW211PD-5 84" Single Drum Padfoot Roller or Equivalent</b>	\$ _____ . ____
		<b>Trade-In Value</b>
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	\$ _____ . ____
		<b>Trade-In Value</b>
Trade-In Value for used & flood-damaged: Gradall G3WD		\$ _____ . ____
<b>Total Bid Price</b> <b>(Minus Trade-In Value) \$</b> _____ . ____		
<b>Projected Delivery Lead Time</b> <b>from Date of Purchase:</b>		_____ weeks
<b>Equivalent Item Description (Make &amp; Model) for Item No. 8 (A):</b>  _____		

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

### Bid Form (Continued)

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

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

## Bid Form (Continued)

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

**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

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1 Name of vendor who has a business relationship with local governmental entity.</b> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</b>             (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)         </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3 Name of local government officer about whom the information in this section is being disclosed.</b>   <div style="text-align: center; margin-bottom: 10px;">           _____            Name of Officer         </div> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p><b>A.</b> Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </div> <p><b>B.</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> <div style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </div> <p><b>C.</b> 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> <div style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </div> <p><b>D.</b> Describe each employment or business and family relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>4</b> </div>		
_____ Signature of vendor doing business with the governmental entity		_____ Date

Adopted 8/7/2015

**Bidder Shall Return Completed Form with Offer.**

## Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
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><b>AFFIDAVIT</b></p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: 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

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***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. <b>Notify</b> 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. <b>Provide</b> 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. <b>Negotiate</b> 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. <b>Document</b> 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, <b>please explain the reasons why.</b>  |

**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: p Yes p No

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Printed Name of Contractor Representative

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of HUB

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

\_\_\_\_\_  
Date

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

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

**Bidder Shall Return Completed Form with Offer.**

***This information must be submitted with your bid.***

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.

## HUB SUBCONTRACTOR DISCLOSURE

**(Duplicate as Needed)**

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

**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

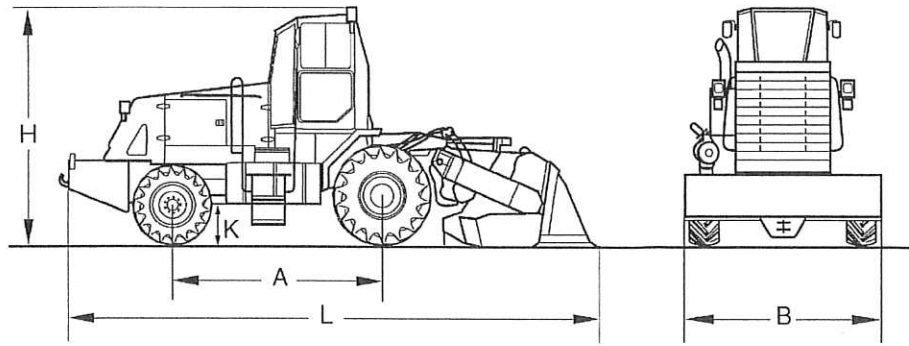


# TECHNICAL DATA

STABILIZERS/ RECYCLERS

RS 360





**Dimensions in in**

	<b>A</b>	<b>B</b>	<b>H</b>	<b>K</b>	<b>L</b>
<b>RS 360</b>	129.0	115.0	138.0	19.0	331.0

**Shipping dimensions in cub.yd**

<b>RS 360</b>	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
---------------------------	----	-------

**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:

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## APPENDIX D

### Technical Specifications: Pneumatic Roller

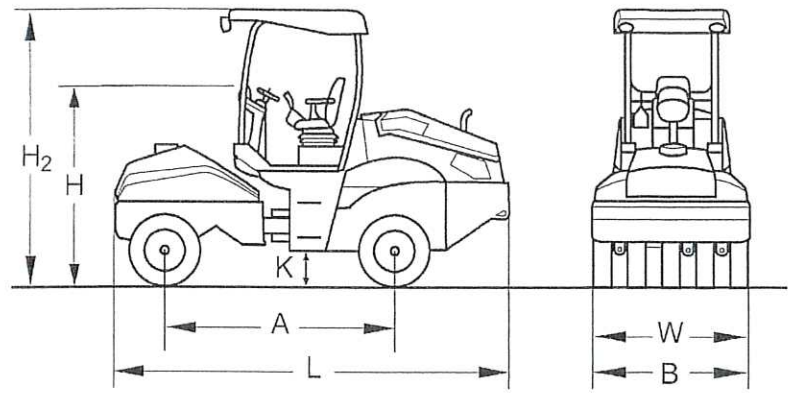


# TECHNICAL DATA

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:

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## 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 lbf·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 <sup>3</sup>

## Hydraulic System

Main Pump: Displacement	74 cm <sup>3</sup> /rev
System Pressure: Work	254.93 kgf/cm <sup>2</sup>
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	20.5-25 (L3)
Tread Width	6' 4"

## Travel System/Drive Mechanism

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

## Weights

Operating Weight	27,381 lb	28,296 lb
------------------	-----------	-----------

## Dimensions

Bucket Capacity	2.3 m <sup>3</sup>	2.3 m <sup>3</sup>
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:

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## APPENDIX F

### Technical Specifications: Vibratory Tandem Roller



## Tandem Vibratory Rollers

### BW161AD-5 HF, BW190AD-5 HF



#### KEY FEATURES

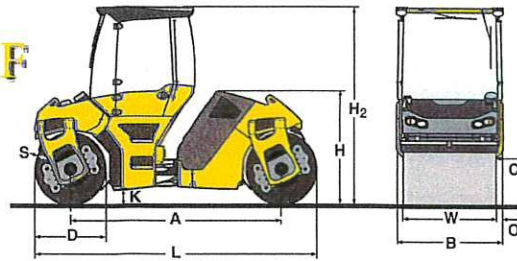
- |                                |                                     |
|--------------------------------|-------------------------------------|
| • 2 Amplitudes / 2 Frequencies | • Visible sightlines to drum edge   |
| • Kubota Tier 4i engine        | • Open operator's platform          |
| • ECOMODE                      | • 180 degree swivel operator's seat |
| • ECONOMIZER option            | • 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	H2	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

#### Weights

	BOMAG BW161AD-5 HF	BOMAG BW190AD-5 HF
Operating weight with ROPS .....	21600 (9800) lb (kg)	26120 (11850) lb (kg)
Operating weight with cab .....	22045 (10000) lb (kg)	26560 (12050) lb (kg)

#### Drive

	BOMAG BW161AD-5 HF	BOMAG BW190AD-5 HF
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 .....	114 (85) hp (kW)	114 (85) hp (kW)
Speed .....	2600 rpm	2600 rpm
Electric equipment .....	12 V	12 V

#### Brakes

	BOMAG BW161AD-5 HF	BOMAG BW190AD-5 HF
Service brake .....	hydropneumatic	hydropneumatic
Parking brake .....	multi disc	multi disc

#### Steering

	BOMAG BW161AD-5 HF	BOMAG BW190AD-5 HF
Steering system .....	oscillating articulating	oscillating articulating
Track radius, inner .....	192.1 (4900) in (mm)	186.8 (4745) in (mm)
Lateral displacement right/left (crab steer option) .....	6.7 (170) in (mm)	6.7 (170) in (mm)

#### Exciter system

	BOMAG BW161AD-5 HF	BOMAG BW190AD-5 HF
Vibrating drum .....	front + rear	front + rear
Automatic vibration shut off .....	standard	standard
Frequency .....	3000/4200 (50/70) vpm (Hz)	3000/4200 (50/70) vpm (Hz)
Amplitude .....	0.023/0.010 (0.6/0.26) in (mm)	0.036/0.013 (0.91/0.33) in (mm)
Centrifugal force .....	22706/19109 (101/85) lb (kN)	39791/27876 (177/124) lb (kN)

#### Capacities

	BOMAG BW161AD-5 HF	BOMAG BW190AD-5 HF
Fuel .....	38.3 (145) g (l)	38.3 (145) g (l)
Water .....	198.1 (750) g (l)	198.1 (750) g (l)

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.

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Print Name & Title Above

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Signature

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Date

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

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## APPENDIX G

### Technical Specifications: Single Drum Padfoot Roller



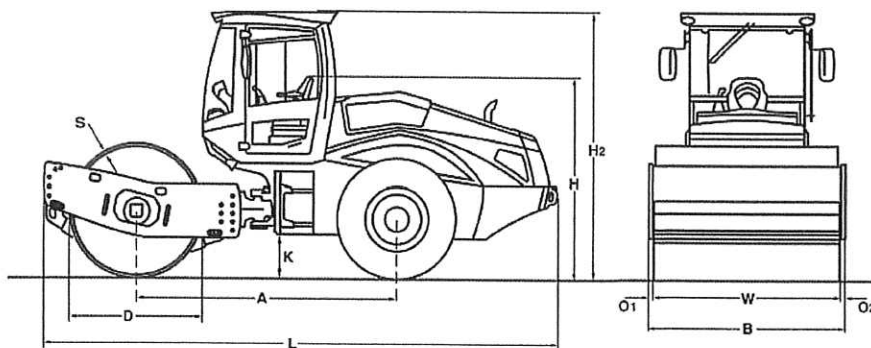


# TECHNICAL DATA

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
<b>Weights</b>			
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	
<b>Dimensions</b>			
Working width .....	in	83.9	83.9
Track radius, inner .....	in	144.9	144.9
<b>Driving Characteristics</b>			
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
<b>Drive</b>			
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
<b>Drums and Tyres</b>			
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
<b>Brakes</b>			
Service brake .....		hydrost.	hydrost.
Parking brake .....		hydromec.	hydromec.
<b>Steering</b>			
Steering system .....		oscil.artic.	oscil.artic.
Steering method .....		hydrost.	hydrost.
Steering / oscillating angle +/- .....	deg	35/12.0	35/12.0
<b>Exciter system</b>			
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
<b>Capacities</b>			
Fuel .....	gal	66.0	66.0

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:

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## APPENDIX H

### Technical Specifications: 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:

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**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:

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## APPENDIX I

### Technical Specifications: Tractor

### JOHN DEERE 5065E Utility Tractor OOS 4WD

Code	Description	Qty
1746LV	5065E Utility Tractor	1
<b>Standard Options - Per Unit</b>		
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:

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## APPENDIX J

### Technical Specifications: Tractor with Side Mower

**2017 JOHN DEERE 5085E Utility Tractor Cab 4WD**

<b>Code</b>	<b>Description</b>	<b>Qty</b>
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:

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## 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



Manufactured in our own ISO 9001:2000 Registered Facilities



*Truck shown with optional equipment*

**Yale** 

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

**Yale**   
People. Products. Productivity.



# 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.



**Yale Veracitor™ VX Series.**  
**A true solution.**

# 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.



Superior Manufacturing



Innovative Cooling

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**



# Ultimate productivity

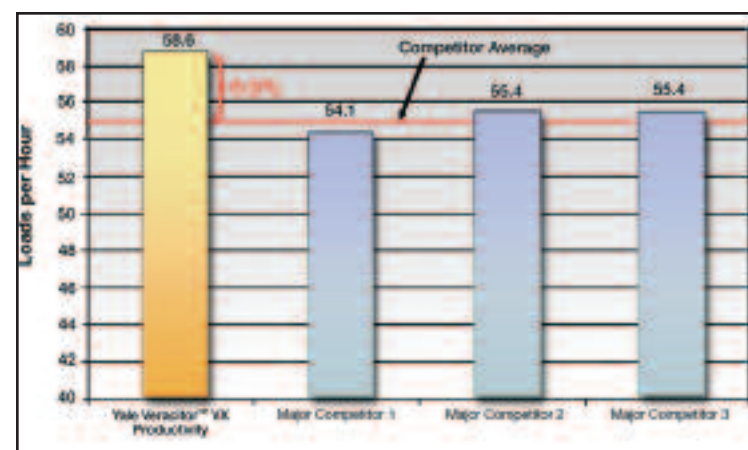
The **Yale VX Series** configurations are designed to meet and exceed your specific application requirements. The Yale Veracitor™ VX Series productivity cost savings are achieved through lower truck operating expenses, reduced labor costs, reduced operator overtime expense and additional savings with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

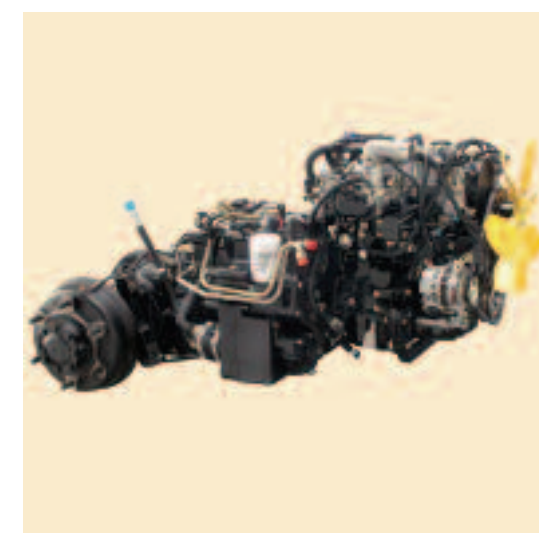
The Yale Veracitor™ VX series offers a variety of productivity options. **Five engine selections** consisting of the GM 2.4L, Mazda 2.2L, and Mazda 2.0L Gas or LP engines, and the Yanmar 2.6L or 3.3L Diesel engines offer multiple performance levels with reduced operating costs.

**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.

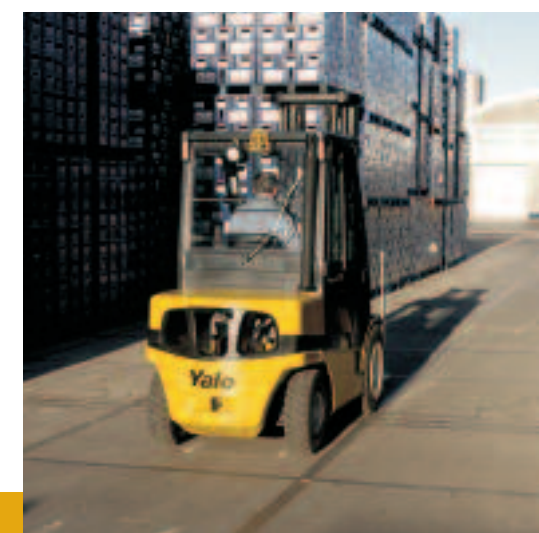
The CSE (Continuous Stability Enhancement) system enhances the truck's lateral stability with a simple, maintenance-free design that does not compromise uneven surface travel.



Various truck configurations



Variety of powertrain options



Controlled ramp descent

ultimate  
performance



# Intelligent ergonomics

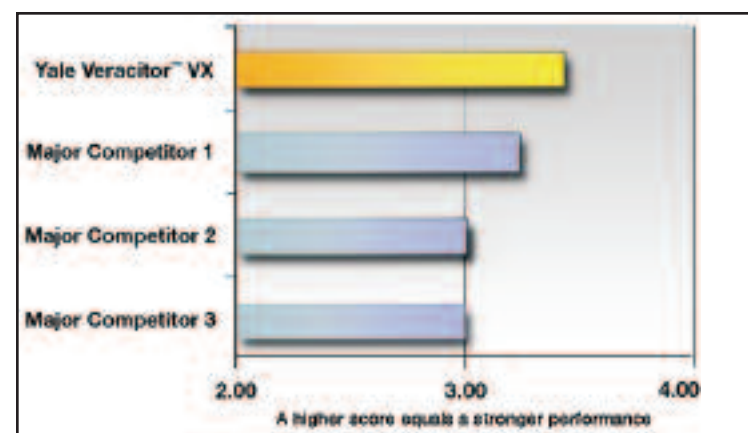
**Operators prefer our trucks.** Operator comfort is enhanced by the increased foot space in the well designed operator's compartment. The isolated powertrain reduces noise and vibration minimizing operator fatigue and increasing operator productivity throughout a shift. Excellent operator visibility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



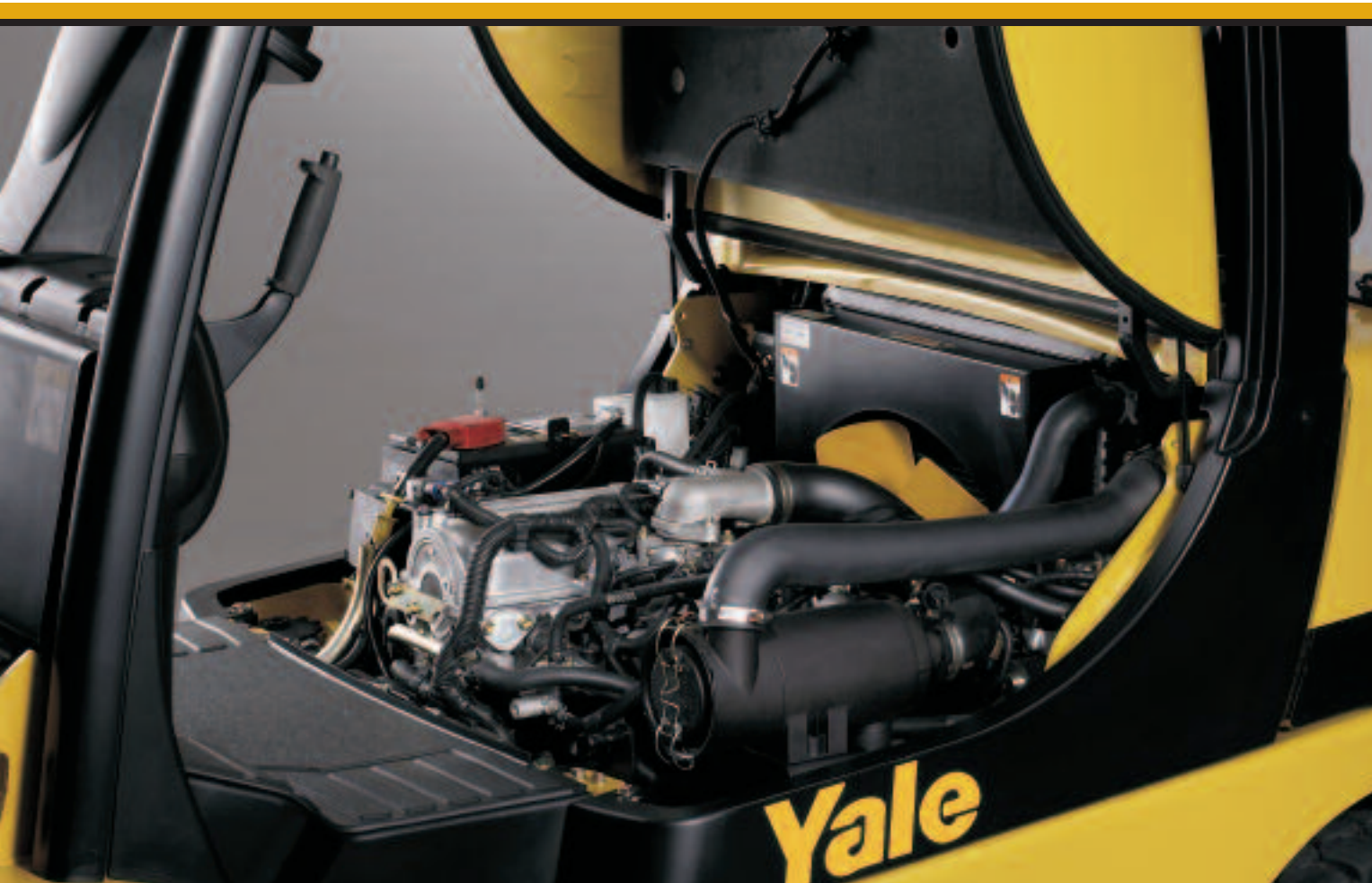
Ergonomic hydraulic controls

innovative  
design



# Yale gold service

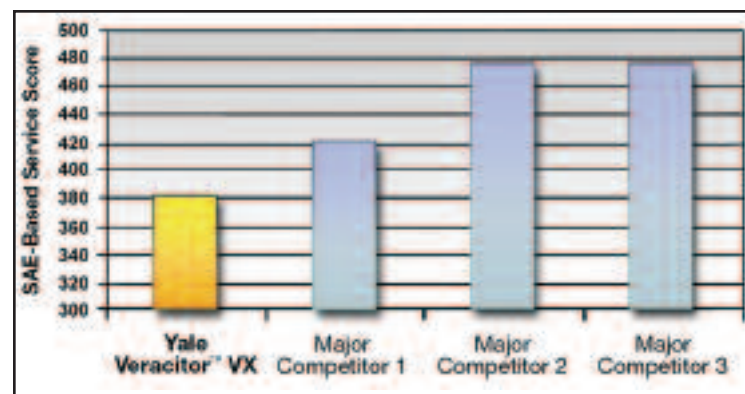
Not only is the Veracitor™ VX series designed to require less maintenance, it is also designed to be extremely easy to service. From the rear-opening, one-piece hood and on-board diagnostics, to the reliable, most comprehensive parts availability in the industry, these trucks were designed with service 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

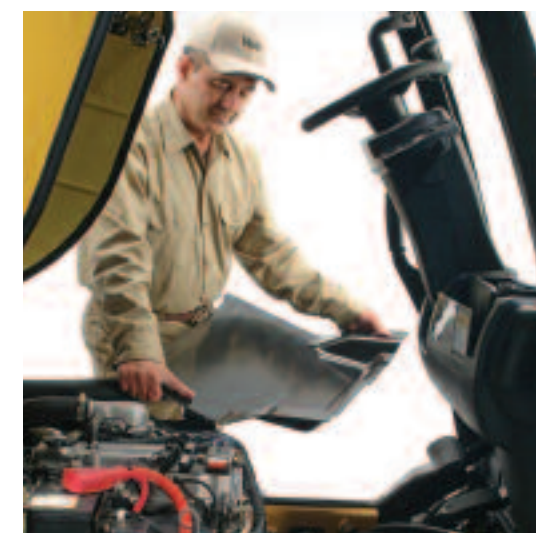


The Veracitor™ VX Series truck has a rear-opening, one-piece hood that opens 85 degrees. Coupled with the one-piece floor plate, it provides excellent **cowl-to-counterweight access**. Engine compartment daily checks are all located on the same side of the truck for quick identification and access. The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



Note: VX truck includes optional wet disc brakes.

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.

**intelligent  
investment**



Increased tire life



Controlled direction changes






Reduced labor costs



# Veracitor™ VX choices

The Veracitor™ VX Series is available in three configurations to meet and exceed your materials handling 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
<b>2.0L Mazda</b> Power = 40.6 HP Torque = 82 lb - ft @ 2,600 RPM	<b>Standard Electronic</b> One-speed Transmission Electronic Inching Heavy-Duty Clutch Packs	<b>Manual Cowl</b> Easy Reach Ergonomic Design Excellent Right-Side Access	<b>Drum</b> Self-Energizing Automatically Adjusting
<b>2.2L Mazda</b> Power = 46.5 HP Torque = 94 lb - ft @ 2,600 RPM	<b>Techtronix 100</b> All Features of Standard Single-speed Auto-Deceleration System Extended Drawbar Pull Controlled Rollback	<b>Accutouch Minilever Electro-Hydraulics</b> Fingertip Activation Best-in-Class Comfort Excellent Right-Side Access	<b>Oil Cooled Wet Disc</b> “Long Life” Brakes; Virtually no Maintenance Fully Sealed for Tough Environments
<b>2.4L General Motors</b> Power = 62 HP Torque = 123 lb - ft @ 2,600 RPM	<b>Techtronix 200/200X</b> All Features of 100 Single-speed / Two-speed Extended Drawbar Pull Auto-speed Hydraulics with Automatic Inching Control Throttle Response Management	<b>PalmTech–Joystick Electro-Hydraulics</b> Industry First All-in-One Control Leading-Edge Design Excellent Right-Side Access	
<b>2.5L Yanmar</b> Power = 48 HP Torque = 108 lb - ft @ 1,400 RPM			
<b>3.3L Yanmar</b> 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.

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**

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**

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**

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**

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**

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**

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

### 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

### LP Engine Specifications

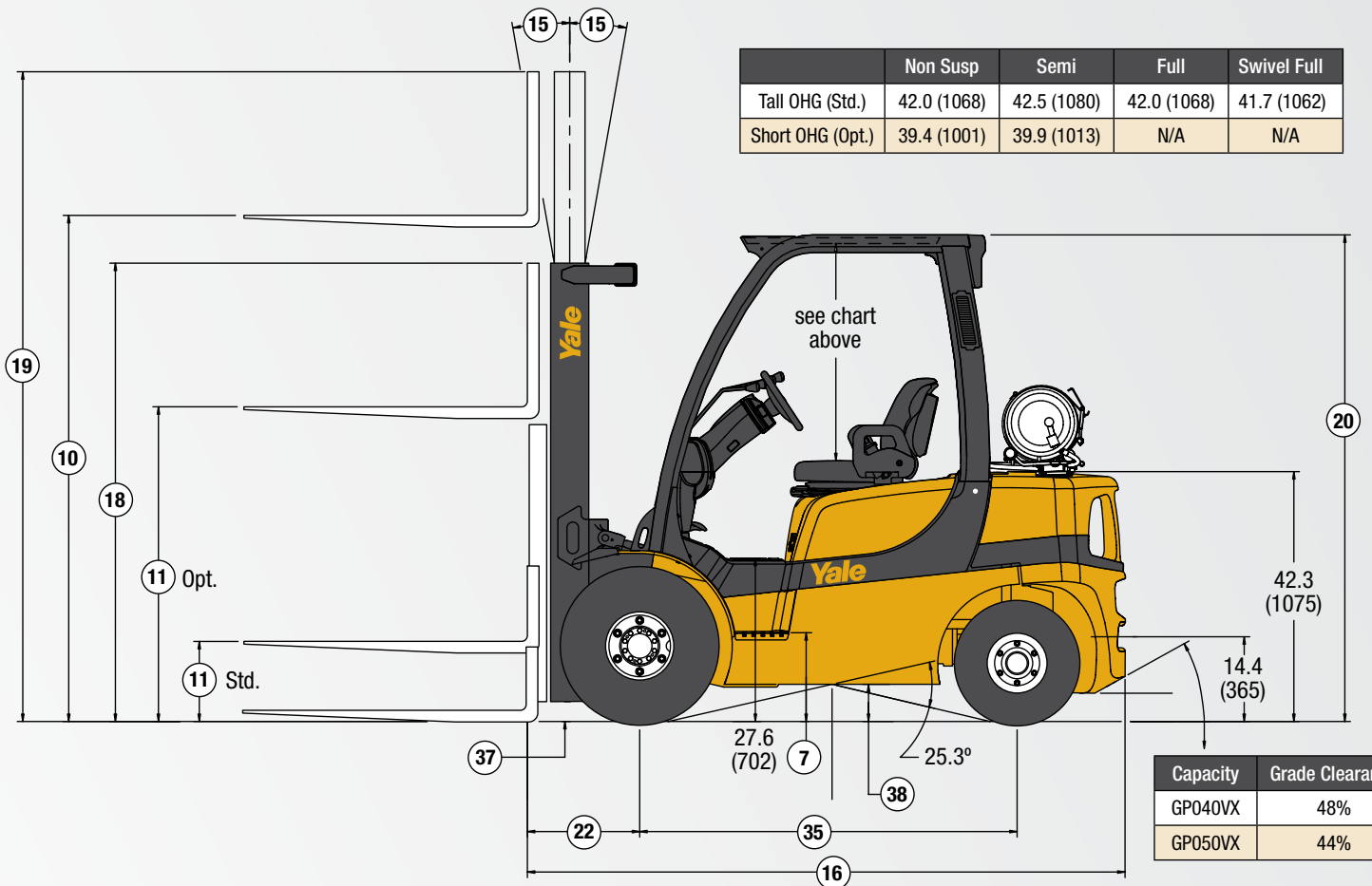
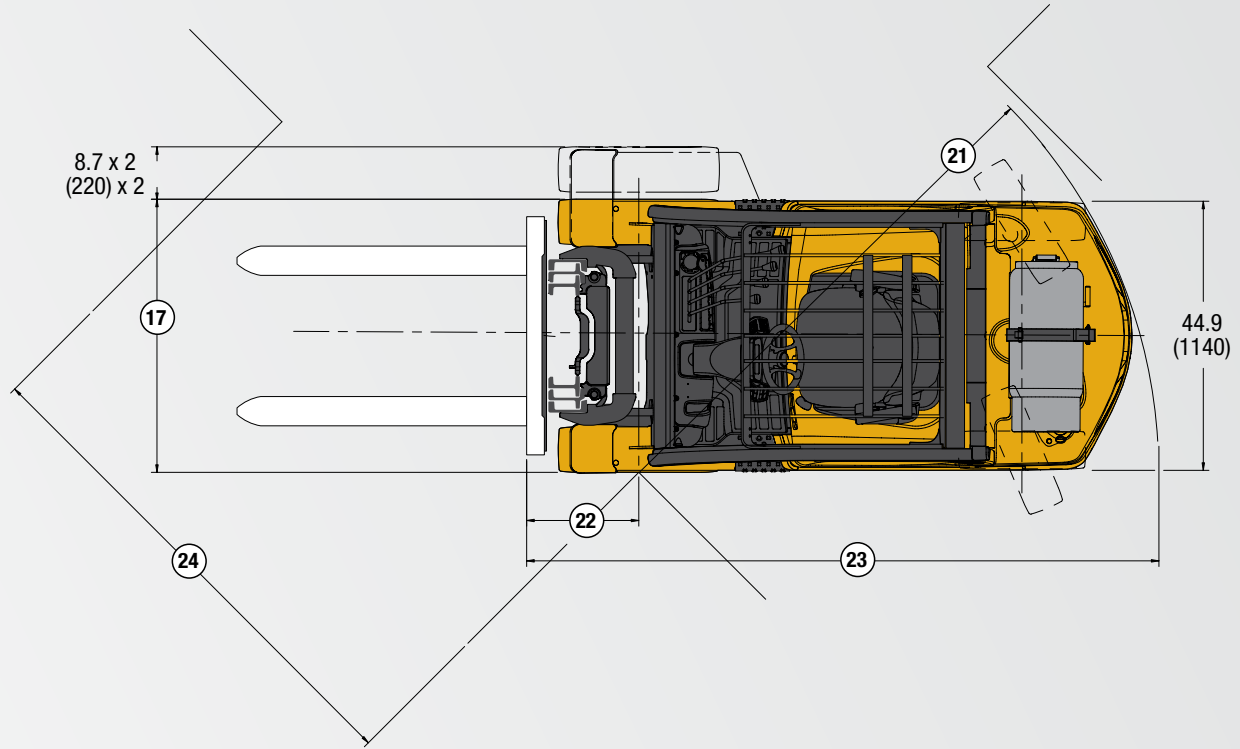
Engine	Kubota 2.5L
Cylinders	4
Camshaft	Overhead Valve
Displacement	152 cu.in./2.5 liter
Torque	131 lb.ft @ 1000 RPM
Horsepower	59 @ 2500 rpm
Air Filtration	Two stage, Dry Type
Emission Control	Closed Loop

### Diesel Engine Specifications

Engine	Yanmar 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*



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			
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)			
		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)			
PERFORMANCE	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)			
	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)			
WT.	28	Maximum drawbar pull (laden/unladen)	lb (kg)	4611/2716 (2092/1232)	4843/2716 (2197/1232)	5018/2716 (2270/1232)	4767/2601 (2162/1180)
		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)
	29	Gradeability, Std. Transmission @ 1 mph RL/NL	Percent %	31/34	33/34	33/34	33/34
							40/33
TIRES & WHEELS	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)			
POWERTRAIN	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			
	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			
		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)			
		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)			
		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)			
		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 (2093)			
PERFORMANCE	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)			
	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)
		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)
		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)			
		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)			
WT.	28	Maximum drawbar pull (laden/unladen)	lb (kg)	4290/2574 (1946/1168)	4508/2574 (2045/1168)	4988/2574 (2270/1168)	4359/2574 (1977/1168)
		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)
	29	Gradeability, Std. Transmission @ 1 mph RL/NL	Percent %	27/29	29/29	33/29	28/29
							34/29
TIRES & WHEELS	31	Weight, Standard Truck (2-Stg. LFL 84/127) NL	lb (kg)	8330 (3778)			
		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)			
		Axle Loading, Static Front/Rear RL	lb (kg)	12061 (5471) / 1267 (575)			
POWERTRAIN	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			
	41	Battery Type		Maintenance Free			
	42	Volts/Cold Cranking Amps	v/cqa	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			
		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)
<b>2-Stage Limited Free Lift (LFL) Mast</b>						
86 (2170)	5 (140)	129 (3292)	178 (4515)	6°/6°	7590 (3443)	8330 (3778)
<b>2-Stage Full Free Lift (FFL) Mast</b>						
86 (2170)	61 (1565)	130 (3302)	179 (4525)	6°/6°	7630 (3461)	8370 (3797)
<b>3-Stage Full Free Lift (FFL) Mast</b>						
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™<sub>2</sub>), 2-stage FFL (Hi-Vis™), and 3-stage FFL (Hi-Vis™<sub>2</sub>) 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



**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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

December 18, 2017

## Request for Statements of Qualification (RFQ 17-051/YS)

### Professional Services for Hazard Mitigation Assistance, Grant Application Development, Administration, and Project Management for Jefferson County in Response to Hurricane Harvey

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with RFQ 17-051/YS, Professional Services for Hazard Mitigation Assistance, Grant Application, Development, Administration, and Project Management for Jefferson County in Response to Hurricane Harvey. Jefferson County is requesting statements of qualifications from Hazard Mitigation Assistance firms.

All interested individuals and firms should obtain a "Request for Qualifications" packet from the Jefferson County website at: <http://www.co.jefferson.tx.us/Purchasing/main.htm>

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

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with one (1) original and four (4) copies, and one (1) electronic version on a USB drive in PDF format to the Jefferson County Purchasing Department, 1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, Texas 77701, no later than 11:00 am CDT, Tuesday, January 30, 2018. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

**REQUEST NAME:** Professional Services for Hazard Mitigation Assistance, Grant Application, Development, Administration, and Project Management for Jefferson County in Response to Hurricane Harvey

**REQUEST NO. :** RFQ 17-051/YS

**DUE DATE/TIME:** 11:00 am CDT, Tuesday, January 30, 2018

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

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

We look forward to your active participation in this solicitation.

Sincerely,

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas



# Request for Statements of Qualification (RFQ 17-051/YS) Professional Services for Hazard Mitigation Assistance, Grant Application, Development, Administration, and Project Management for Jefferson County in Response to Hurricane Harvey

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## **Section 1. Introduction and Purpose:**

Jefferson County is requesting statements of qualifications and experience from all interested Hazard Mitigation Assistance firms desiring to provide professional hazard mitigation assistance services for the County as the need for these services arises in response to Hurricane Harvey. The range of services to provide will be broad and will involve hazard mitigation assistance, grant application, development, administration, and project management. This RFQ will be utilized to engage firms for future, undefined projects, and an indefinite quantity of hazard mitigation assistance services as need arises.

Work provided by the firms under this RFQ will be negotiated at work order basis. A contract will be signed for individual projects, depending on the type of project and cost of the work. Fee limits for Application Development, General Grant Administration and Per Parcel Project Management Services to be established by grant award. The firm hired shall ensure the County's contractual obligations are met in accordance with Federal and State law.

## **Section 2. Procedure**

Firms are encouraged to submit statements of qualifications and experience to be kept on file in the Jefferson County Purchasing Department. For a given project, the Purchasing Agent will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

## **Section 3. Selection Committee**

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the selection committee for a given project. The Purchasing Agent will appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding. Other members may be appointed as necessary and appropriate, but the total number of persons on the selection committee shall not exceed four (4) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary

RFQ 17-051/YS, Professional Services for Hazard Mitigation Assistance, Grant Application, Development, Administration, and Project Management for Jefferson County in Response to Hurricane Harvey

disciplines required to accomplish the project, in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project; therefore, a firm rated number one for one project could very well not even be rated for another.

## **Section 4. Hazard Mitigation Assistance Firm's Services**

**A.** A description of services that may be utilized under this RFQ includes:

The Consultant(s) shall:

- Have experience in project management of all aspects of Hazard Mitigation Assistance Grant Programs and Hazard Mitigation Assistance Grant Programs
- Have experience in adherence to federal standards outlined in 2 CFR Part 200
- Have experience in developing HMA grant applications that were awarded by FEMA

**B.** Project Overview

Scope of Work: The services to be performed under this project shall include but not limited to:

### **Grant Application Development**

- Develop and implement local criteria to prioritize applicants
- Coordinate and Conduct public meetings to solicit homeowners to volunteer to participate in grant programs
- Respond to verbal, email and written inquiries from the public regarding participation in grant programs
- Collect homeowner information as needed to facilitate development of grant application for home elevation, acquisition/demolition, and/or mitigation/reconstruction (aka demo/rebuild)
- Identify and evaluate candidate projects suitable for grant funding
- Complete project scope of work, cost estimate, schedule and justifications and all other elements of grant application
- Complete Benefit Cost Analysis calculations per FEMA guidance for properties to be included in grant application
- Conduct review and analysis of FEMA and other data to validate property classification and cost estimates.
- Provide written overview of drainage project evaluations to include list of data needs
- Conduct water surface reduction analysis for potential drainage project areas
- Provide written report summarizing results of water surface reduction analysis with estimated benefit calculations for each reduction scenario
- Complete Benefit Cost Analysis per FEMA's Guidance for candidate drainage projects
- Provide recommendation to Jefferson County of which properties or drainage projects to include in grant application based on HMA guidance and Benefit Cost Analysis calculations
- Assist Jefferson County with execution of required certifications and other documents
- Assist Jefferson County with the completion and submittal of grant applications
- Respond to any State or FEMA requests for information post-application submittal

### **General Grant Administration**

- Fully administer all aspects of HMA grants according to any contractual agreement with Texas Water Development Board, Texas Department of Emergency Management, other State Agencies and FEMA
- Report to local officials on progress of grant applications and projects
- Prepare required reports to the State
- Prepare requests for payment from the County to the property owners or contractor

- Prepare requests for advances or reimbursements from the County to the State
- Assist the County in evaluating options for the procurement of qualified contractors in accordance with 2 CFR Part 200 and State of Texas procurement standards
- Assist the County in developing an agreement between the County and the Homeowners that pass along the relevant terms of the grant; This agreement will also establish Homeowner obligations that must be followed during the grant project
- Coordination of inspection, structure requirement and bid/contract process for project contractor procurement
- Coordinate and facilitate meetings with Homeowners to outline the project's scope of work requirements; Work closely with the Homeowners throughout the duration of the project and respond to their questions in a timely manner
- Prepare reconciliation with State on all grant funds
- Prepare all reports and forms required for grant closeout
- Participate in any review or audit of grant by TDEM, TWDB, FEMA or their assignee and address any questions, findings or deficiencies noted.

#### **Per Parcel Project Management Services for Home Elevation**

- Meet with homeowners to overview/explain the process and detail the owner's and the elevation contractor's responsibilities
- Provide an overview of the budget the Homeowners must stay within for their individual project; This data will come from the grant award documents
- Manage budget to ensure that all projects are completed with the available Federal funding
- Assist the County in ensuring that the project contract specifications meet the FEMA grant requirements
- Develop process to ensure that construction is performed in compliance with engineering specifications
- Ensure professional engineer reviews all construction specifications
- Solicit project contractors in accordance with Federal and State procurement standards
- Provide list of qualified project contractors and describe the process for selection, review and approval
- Ensure Homeowner selections are among the qualified contractors in the manner and method prescribed and supports the selections
- Prepare and present the mitigation offer; Review details of mitigation offer and have it signed by Homeowner
- Prepare and present Homeowner/County agreement for the project; This agreement will provide the details of homeowner responsibility for hiring the project contractor and will have language indemnifying the County and their contractors from liability associated with the project; Have homeowner sign the agreement
- Submit owner signed agreement to County for review and signature
- For Homeowners that have a local cost share, collect this cost share at the time of execution of the agreement between the County and Homeowner; Ensure these funds are deposited with the County in escrow accounts
- Facilitate payments to contractors from the County
- Meet with each Homeowner and review and concur with project contractor; Confirm bid is within grant limits and detail any/all costs that will not be reimbursable under the grant
- Review work schedules and specifications to ensure that the project is completed in a timely manner and in compliance with the terms of the grant; If problems are encountered, the contractor will seek resolution from the County and the State
- Facilitate the establishment and recordation of FEMA required post project deed restrictions.
- Ancillary services that may be necessary to satisfactorily complete the above-listed scope of work categories include: ongoing document preparation, ongoing coordination of grant and local match funds, creation and submittal of grant payment requests to state agency, technical assistance and advice, coordination and liaison services, assistance with project modifications and amendments.

**Per Parcel Project Management Services for Home Acquisition/Demolition** - For each parcel that is approved for acquisition, the consultant will perform the following services:

- Review and Oversight of Title Company Activities. The Contractor will ensure that the Title Company activities are performed in a timely manner and in accordance with the terms of the contract.
- Review and Oversight of Appraisal Firm. The Contractor will ensure that the appraisals are completed in a timely manner and in compliance with the Uniform Standards for Professional Appraisal Practices (USPAP) and Grant agency requirements.
- Develop Data for Determining Compensation. Information provided by the community will be reviewed and an amount of compensation for each parcel will be recommended. The Contractor will analyze the appraisal and/or community information to extract the needed information for the preparation of the Statement of Determination of Compensation and Offer to Sell Real Property. Duplication of Benefits information will be reviewed and proper deductions from value will be made. Note: Duplication of Benefits data will be provided by the Community.
- Prepare Contract for Sale. Utilizing the data developed or obtained in Tasks above, Contractor will prepare the voluntary offer documents. This will be provided to Jefferson County for review and approval prior to presentation to the owner.
- Meet with Owners. Each parcel owner will be scheduled for a meeting at which time the letter from Jefferson County explaining the acquisition process and the owner's rights and options will be reviewed. The offer documents will also be explained to each parcel owner. If duplication of benefits deductions are made and the owner has documentation to support a revision to the deductions or to support a reimbursement, appropriate adjustments will be made. The meetings will be conducted in facilities provided by Jefferson County. Following this meeting, the offer to sell will be presented to the owner by the County's authorized representative.
- Deeds. The Contractor will provide the Title Company a sample Deed for each parcel in a form that meets the requirements of the FEMA Section 404 program and/or the appropriate Grant agency. The Deed will be suitable for recording with the Recorder of Deeds in the appropriate County and will have the appropriate deed restrictions as directed by FEMA and/or the Grant agency.
- Oversee and Coordinate Settlements. The title company will be responsible for scheduling closing with each parcel owner and for the preparation of all documents necessary for closing. These activities will be monitored by Contractor to ensure that they are performed in a timely manner and that all matters are properly coordinated. A listing will be prepared and provided to the Client prior to each closing which identifies the amount needed for disbursement by the title company at the closing. The listing will identify each parcel by parcel number, owner name, address of property and amount of compensation. The client will be advised to deposit the needed funds in the Title Company escrow prior to closing.
- Prepare and Maintain Hard Copy Case Files. A hard copy case file for each parcel purchased will be prepared and submitted to the client.

### C. Special Provisions

1. Quiet Period - Neither Consultant(s) nor any person acting on Consultant's behalf shall attempt to influence the outcome of the selection or award by the offer, presentation, or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the County, their families, or staff members. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from Consultant's formal response to the solicitation and written requests for clarification during the period officially designated for such purpose by the County representative, neither Consultant(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the County, their families, or staff through written or oral means in an attempt to persuade or influence the outcome of the award, or to obtain or deliver information

intended to or which could reasonably result in an advantage to any Consultant. However, nothing in this paragraph shall prevent a Consultant from making public statements to the Jefferson County Commissioners Court convened for a regularly scheduled session after the official selection has been made and the award placed on the Jefferson County Commissioners Court agenda for action or to a Commissioners Court committee convened to discuss a recommendation regarding the solicitation.

2. Protest - All protests shall comply with the County's Administrative Policy

3. Solicitation Contact Person - All inquiries regarding the solicitation administration are to be directed to: Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us). Request for additional information and questions should be emailed no later than January 15, 2018. The County shall provide written response to all questions received in writing before the submittal deadline.

4. Rights of the County - In connection with this procurement process, including the receipt and evaluation of SOQs and selection, the County reserves to itself (at its sole discretion) all rights available to it under applicable law and this RFQ, including, without limitation, the right to:

- Cancel, withdraw, postpone, or extend this RFQ, in whole or in part, at any time, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Issue a new RFQ or re-advertise and/or re-solicit the requirements set forth in this RFQ at any time.
- Reject all SOQs received at any time.
- Waive non-material deficiencies, informalities, and irregularities in a SOQ.
- Amend or modify this RFQ through issuance of an Addendum at any time prior to the Submittal Date.
- Suspend or terminate the procurement process or terminate evaluations of SOQs received.
- Permit clarifications to data submitted with any SOQ.
- Seek or obtain, from any source, data, or information that has the potential to improve the understanding and evaluation of the each SOQ.
- Seek clarification, verbally or in writing, to fully understand information provided in the SOQ and to help evaluate.
- Seek clarification, verbally or in writing, to fully clarify any ambiguities discovered during the procurement process.
- Disqualify any submittal that does not comply with the requirements of the RFQ.
- Reject a SOQ containing exceptions, additions, qualifications or conditions not called for in the RFQ or otherwise not acceptable to the County.
- Conduct an independent investigation of any information, including prior experience, identified in a SOQ by contacting project references, visiting referenced facilities, accessing public information, contacting independent parties, or any other means.

The foregoing reserved rights are in addition to and will not serve to limit any other rights of the County set forth in this RFQ. Notwithstanding any reservation of rights, the County is under no obligation to exercise such rights.

5. Withdrawal of Submittal - Consultant may withdraw a Submittal by providing a written request, duly executed by an authorized representative, and delivered to Jefferson County at any time prior to the Submittal Deadline. Individuals making the withdrawal will be required to provide evidence of serving as an authorized representative of the Consultant. After the Submittal Deadline, SOQs shall not be withdrawn or modified except to the extent agreed to by the County.

## **Section 5. Laws and Regulations**

A. The Hazard Mitigation Assistance Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

## **Section 6. Insurance**

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

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

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

### **Minimum Insurance Requirements**

Professional Liability (or Equivalent Errors & Omissions Liability Policy)	\$1,000,000.00
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Public Liability	\$1,000,000.00
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Excess Liability	\$1,000,000.00
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Property Insurance (policy below that is applicable to this project):

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 7 Below)

## **Section 7. Workers' Compensation Insurance**

### **7.1 Definitions:**

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

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

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

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

- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the

commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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



## **Section 8. Qualifications Statement Requirements**

Firms desiring to be considered for Hazard Mitigation Assistance services for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements on file with the County will be evaluated. The statement should contain, as a minimum, the following:

The SOQ must include the following information in the order listed:

- Part 1 Cover Letter/ Executive Summary
- Part 2 Content of Qualification
- Specific technical capabilities of the firm(s) for the project - Demonstrated experience that the Project Team has the ability to successfully complete the Tasks listed in the Scope of Work.
- Prior demonstrated experience in accomplishing similar projects
- Demonstrated ability to meet Schedule– Demonstration that the Consultant can meet the Project schedule and that the Consultant has efficient and effective means in place to manage the progress of the Project.
- Project Approach
- Detailed proposed plan of action, including but not limited to strategy, understanding of the scope, technical requirements, and quality assurance control measures. Specifically describe (a) control of scope to manage work and processes to meet the Project Schedule; (b) manage risks; and (c) manage the budget.
- Identification and qualifications of employees/sub consultant(s) proposed to be assigned on the projects
- Demonstrated knowledge of local conditions; especially knowledge relevant to scope
- Appendix A – Primary Team Resumes
- Appendix B – Team Organization Chart (including sub-consultants)
- A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 17 of this package.

Respondents are advised to carefully review all the requirements and submit all documents and information as indicated in this RFQ. Incomplete submittals may lead to being deemed non-responsive. Non-responsive submittals will not be considered.

## **Section 9. Additional Information**

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

## **Section 10. Terms and Conditions**

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The Hazard Mitigation Assistance firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

4. No reports, information, or data given to or prepared by the Hazard Mitigation Assistance firm under contract shall be made available to any individual or organization by the Hazard Mitigation Assistance firm without the prior written approval of the County.

#### **5. 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>

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

#### **6. 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** (for contracts under this RFQ) 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 (for a contract under this RFQ) 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### **7. 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.

#### **8. 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.

RFQ 17-051/YS, Professional Services for Hazard Mitigation Assistance, Grant Application, Development, Administration, and Project Management for Jefferson County in Response to Hurricane Harvey

## **(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 (I) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in

addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

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

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

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

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

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

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

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

#### **M. ACCESS TO RECORDS**

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

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

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

## **N. SEAL, LOGO AND FLAGS**

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

## **O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with 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.

**9. Contract Duration:** The contract duration will be three (3) years with one two (2) year extension.

## **Section 11. Rating Criteria**

The committee selected for a specific project will select a firm or firms for the work required. Firms will be evaluated using the following criteria.

- a. Firm's Capability to Provide the Services – 40%**
- b. Performance/References - 30 %**
- c. Experience on Similar Projects – 20 %**
- d. Staff Qualifications – 10 %**

## **Section 12. Submission Requirements**

Respondents are responsible for submitting:

- One (1) *original* response copy to include a completed copy of this specifications packet, in its entirety as well as one (1) electronic version on an USB thumb drive (in PDF form)
- Five (5) numbered response *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with response submission and any other documentation requested within these specifications.

Additionally, Respondent 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>

**Responses shall be mailed or delivered to:**

Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, TX 77701

**All submissions must be received by 11:00 am CDT, Tuesday, January 30, 2018.**

Jefferson County will not accept any submissions received after the stated time and date, and shall return such submissions unopened to the Respondent.

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

**Submissions shall be tightly sealed in an opaque envelope or box and plainly marked with the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.**

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

Submissions will be opened publicly in a manner to avoid public disclosure of contents/however only the names of Respondents will be read aloud.

Please direct questions to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Courthouse Security: Respondents 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.

**County Holidays – 2017:**

January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President's Day
April 14	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veteran's Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year's
January 15, 2018	Monday	Martin Luther King, Jr. Day

**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 bid 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 RFQ and urgent County requirements preclude amendment to the RFQ, 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.

## 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 OFFER.***

### 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: \_\_\_\_\_

**Respondent Shall Return Completed Form with Offer.**

## Signature Page

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By submitting a response to this solicitation, the undersigned certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal/qualifications submission and time of award, the undersigned will notify the Jefferson County Purchasing Agent. Failure to do so may result in terminating a contract for default.

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.

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

**Respondent Shall Return Completed Form with Offer.**

## Respondent's Certification

---

I have carefully examined the Request for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
NAME OF BUSINESS

BY: \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_\_ day of  
\_\_\_\_\_, Year Here

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_

\_\_\_\_\_  
CITY, STATE, ZIP CODE

My Commission Expires: \_\_\_\_\_

( ) \_\_\_\_\_  
TELEPHONE NUMBER

**Respondent Shall Return Completed Form with Offer.**

# Spurs Boot Shine

---

475 Clemmons St. Beaumont, Texas 77707 | 409-504-8966 | spurs\_boot\_shine@yahoo.com

**12/12/2017**

Jefferson County Commissioners Court  
1149 Pearl St.  
Beaumont, Texas 77701

**Dear Jefferson County Commissioners Court:**

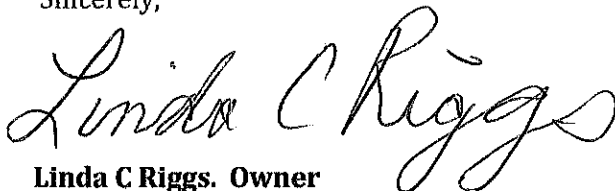
I Linda C Riggs owner of Spurs Boot Shine formally request a postponement of the rent increase that was supposed to take affect January 1, 2018. Rent is currently \$125.00 per month and will increase to \$250.00 per month at that time. Due to the unforeseen Hurricane Harvey that close the Jefferson Co. Courthouse in downtown Beaumont for two weeks to the general public and the cancelation of civil until after the first of the year causing less foot traffic in the courthouse during this time.

This has caused an unexpected loss of revenue then was predicted at the time of the initial contract was negotiated and agreed upon. I formally request a three-month extension of the terms that were set for the first six months of the contract. The agreement was for the rent to be charged \$125 per month starting July 1, 2017 ending December 31, 2017 and the rate increases to \$250 per month thru the end of the second full year which will be June 30, 2019 at which that time we will enter in to negotiations concerning a rate increase of the rent at that time if warranted. This would extend the rent of \$125 from January 1, 2018 till March 31, 2018 and the increase of the rent to \$250 per month starting April 1, 2018 and will stay at this rate until June 30, 2019 at which that time we will enter in to negotiations concerning a rate increase of the rent at that time if warranted.

Although business has seen an increase in the last couple of weeks with new customers with the word of mouth and advertisement it has been less then expected and I expect better things to come in the next few months as people start returning to the courthouse and getting back to normal after the storm. I anticipate the business to meet its full potential within the next year and I anticipate being at the courthouse for several years to come.

Thank you for your consideration of this proposal and hope we can come to an agreement that will be profitable to all concern.

Sincerely,



**Linda C Riggs. Owner**

Spurs Boot Shine



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

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

**AMENDMENT I TO CONTRACT**

December 14, 2017

Spurs Boot Shine  
 475 Clemmons Street  
 Beaumont TX 77707  
 Attention: Mrs. Linda Riggs

Dear Mrs. Riggs:

This letter will serve as Amendment I (one) to contract (RFP 17-013/YS), Operation and Installation of Shoe Shine Concession for Jefferson County.

Amendment I (one) will delay scheduled increase of monthly lease rate of \$250.00 from January 1, 2018 until April 1, 2018.

Please sign below, and return to Yea-Mei Sauer, Contract Specialist via email at:

[ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us)

*Linda C Riggs*  
 \_\_\_\_\_  
 Spurs Boot Shine

*12-14-17*  
 \_\_\_\_\_  
 Date

*Jeff R. Branick*  
 \_\_\_\_\_  
 Jeff R. Branick  
 Jefferson County Judge

*12/18/17*  
 \_\_\_\_\_  
 Date



ATTEST  
 DATE

*Carolyn F. Gundry*  
 \_\_\_\_\_  
*12/18/17*



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

### CONTRACT AMENDMENT

**Inclusion of Bid Specifications ADDENDUM NO. 2**

**For Contract (IFB 17-008/JW)**

**Cheek Phase V – Cheek Community Sewer Improvements  
(Grinder Pump and Force Main Installation) (TxCDBG No. 7216231)**



ATTEST  
DATE

*Carolyn L. Hurd*  
12/18/17



# JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

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

## ADDENDUM TO IFB

IFB Number: (IFB 17-008/JW)

IFB Title: Cheek Phase V- Cheek Community Sewer Improvements  
(Grinder Pump and Force Main Installation) (TxCDBG No.7216231)

IFB Due: 11:00 am CDT, Tuesday, October 24, 2017

Addendum No.: 2

Issued (Date): October 17, 2017

**TO BIDDER:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

---

### Reason for Issuance of this addendum:

**-Responses/Clarifications for Technical and Bid Submission Requirement Questions Received for this Invitation for Bid.**

**-Revised Bid Proposal Form and Alternate Bid Proposal Form:**

**These forms replace any previous versions of the Bid Proposal Form and Alternate Bid Proposal Form for this Invitation for Bid. Bidders are to utilize the Revised Bid Proposal Form and Alternate Bid Proposal Form included in this addendum for bid submission.**

**-Revised Scope of Work for Specifications:**

**Please replace Pages 111 – 113 with the revised pages included in this addendum. These pages reflect revisions to the installation locations (addresses) to be included in the bid within both the Bid Proposal Form and Alternate Bid Proposal Form. These pages replace any previous version of the specifications.**

**-Revised Plan Sheet:**

**Please replace Page 2 of 6 of the Plan Sheets with the revised page included in this addendum. This page reflects the revisions to installation locations (addresses) included in the bid. This page replaces any previous version of the specifications.**



**ADDENDUM NO. 2 (Continued)****(IFB 17-008/JW)**

Responses/Clarification for Technical and Bid Submission Requirement Questions Received from Potential Bidders:

<p><b><u>Question:</u></b> Where is grinder unit to be installed?</p> <p><b><u>Answer:</u></b> To be installed on side of the house that is closest to the septic tank.</p>
<p><b><u>Question:</u></b> How will the contractor proceed for a home that has two (2) septic systems?</p> <p><b><u>Answer:</u></b> TDA grant funds may only be utilized for one grinder unit per home.</p>
<p><b><u>Question:</u></b> For homes that have two (2) septic systems, who will be responsible for making the determination on what septic system to utilize?</p> <p><b><u>Answer:</u></b> The homeowner will be consulted and give consent for which septic system to utilize.</p>
<p><b><u>Question:</u></b> Is property restoration work included for this project?</p> <p><b><u>Answer:</u></b> The contractor will be required to level up trench line and septic tank backfill and any other ruts contractor makes in yard installing grinder unit and service line. There will be no sodding.</p>

**Addendum No. 2 Revised Bid Proposal**  
**Cheek Community Sewer Improvements - Cheek Phase V**  
**Grinder Pump Installation & Force Main**

Jefferson County, Texas  
TKCDBG Contract No. 7216231/ACE Job No. 115-02

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1	MOBILIZATION AND DEMOBILIZATION	L.S.	1	Sixteen thousand four hundred fifty		16,450	00	16,450	00
2	FURNISH & INSTALL LPSS GRINDER PUMP STATION INCLUDING PUMP, FIBERGLASS TANK, CONTROLS & HOUSING INCLUDING ELECTRICAL INSTALLATION, AND 4" SEWER CONNECTION FROM HOUSE COMPLETE IN PLACE PER SUMMARY OF WORK	EA.	15	Five thousand five hundred sixty					
3	ABANDON EXISTING SEPTIC TANK	EA.	15	Six hundred fifty		5560	00	83,400	00
4	1 1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	LF	1,560	Four		750	00	11,250	00
5	2" PVC SDR-25 SEWER FORCE MAIN COMPLETE IN PLACE INCLUDING SAND ENCASEMENT PER DETAIL	L.F.	532	Just Five		4	50	7,020	00
6	DRIVEWAY BORE FOR 2" SEWER FORCE MAIN	L.F.	40	Twenty five		35	00	18,420	00
7	2" 45 DEG. BEND DI-MJ, RESTRAINED W/ MEGA-LUGS	EA.	1	one hundred fifty		25	00	1,000	00
8	2" GATE VALVE DI-MJ RESTRAINED W/MEGA-LUGS	EA.	1	Four hundred fifty		150	00	150	00
9	6"x2" WYE DI-MJ, RESTRAINED W/MEGA-LUG INSTALLED ON EXISTING FORCE MAIN LOCATED ON BROOKS RD. & DENLEY COMPLETE IN PLACE	EA.	1	Five hundred		450	00	450	00
						500	00	500	00

**Addendum No. 2 Revised Bid Proposal**  
**Cheek Community Sewer Improvements - Cheek Phase V**  
**Grinder Pump Installation & Force Main**

Jefferson County, Texas  
TXCDBG Contract No. 7216231 / ACE Job No. 115-02

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
10	2" TERMINAL CLEANOUT W/VAULT (SEE DETAILS SHEET 5 OF 6) COMPLETE IN PLACE	EA.	1	Four hundred		400	00	400	00
11	LONG SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP SADDLE, 1-1/4" SDR-11 HDPE, FITTINGS, VALVES, & ROADWAY BORE COMPLETE IN PLACE (SEE DETAILS, SHEET 4 OF 6)	EA.	8	Eight hundred		800	00	6,400	00
12	SHORT SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP SADDLE, 1-1/4" SDR-11 HDPE, FITTINGS, & VALVES COMPLETE IN PLACE (SEE DETAILS, SHEET 4 OF 6)	EA.	7	Five hundred		500	00	3,500	00
13	"610" ROCK FOR DRIVEWAYS, LOOSE DUMP AND SPREAD MIN. 6" THICK	TON	120	Eighty five		55	00	6,600	00
<b>ITEMS TO BE USED WHEN DIRECTED BY ENGINEER</b>									
14	MANHOURS WHEN AUTHORIZED BY THE ENGINEER	HOURL	5	Twenty		20	00	100	00
15	TRUCK HOURS WHEN AUTHORIZED BY THE ENGINEER	HOURL	5	Seventy five		75	00	375	00
16	BACK HOE / LOADER HOUR WHEN AUTHORIZED BY THE ENGINEER	HOURL	5	one hundred		100	00	500	00
17	FURNISH & INSTALL 4" PVC FOR ADDITIONAL LINES WHEN AUTHORIZED BY THE ENGINEER.	LF	100	Eight		8	00	800	00

**Addendum No. 2 Revised Bid Proposal**  
**Cheek Community Sewer Improvements - Cheek Phase V**  
**Grinder Pump Installation & Force Main**

Jefferson County, Texas

TXCDBG Contract No. 7216231 | ACE Job No. 115-02

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
18	CEMENT STABILIZED SAND BACKFILL 1-1/2 SACK/C.Y. WHEN AUTHORIZED BY THE ENGINEER	TON	5	Ninety		90	00	450	00
19	EXTRA CLASS-A CONCRETE - BULK, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	5	three hundred		300	00	1,500	00
20	EXTRA CLASS-A CONCRETE - FORMED, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	5	five hundred		500	00	2,500	00
						TOTAL		1161,965	00
	STATEMENT FOR SEPARATED CONTRACT COMPLIANCE:								
	NON-CONSUMABLE MATERIALS AND EQUIPMENT .....					64,786 <sup>00</sup>		\$ 64,786	00
	SKILLED LABOR, MATERIALS, EQUIPMENT AND TOOLS.....					97,179 <sup>00</sup>		\$ 97,179	00
						TOTAL		\$ 1161,965	00

The undersigned agrees to commence work within ten (10) days after the date of written notice to commence work and to substantially complete the work on which he has bid within 90 calendar days as provided in the General Conditions of the Agreement. Enclosed herewith is a cashier's check, certified check, or bid bond in the sum of 5% of the greatest amount bid which it is agreed shall be collected and retained by the OWNER as liquidating damages in the event this proposal is accepted by the OWNER within sixty (60) days after the date advertised for the reception of bids and the undersigned fails to execute the contract and the required bond with the OWNER, under the conditions hereof, within ten (10) days after the date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon demand.

CONTRACTOR: 3DS Construction LLC  
aba my construction

BY: \* Michael B...

ADDRESS: 116730 I H 10  
Vidor TX 77602  
 DATE: 10/23/17

Phone: 409-7169-0089

**Addendum No. 2 Revised Alternate Addition Bid Proposal**  
**Cheek Community Sewer Improvements - Cheek Phase V**  
**Grinder Pump Installation & Force Main**

Jefferson County, Texas

TXCDBG Contract No. 7216231 | ACE Job No. 115-02

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1	FURNISH & INSTALL LPSS GRINDER PUMP STATION INCLUDING PUMP, FIBERGLASS TANK, CONTROLS & HOUSING INCLUDING ELECTRICAL INSTALLATION, AND 4" SEWER CONNECTION FROM HOUSE COMPLETE IN PLACE PER SUMMARY OF WORK	EA.	7	Four thousand three hundred thirty nine		4,339	00	30,373	00
2	ABANDON EXISTING SEPTIC TANK	EA.	7	Seven hundred fifty		750	00	5,250	00
3	1 1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	LF	728	Four	Eighty	4	50	3,276	00
4	SHORT SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP SADDLE, 1-1/4" SDR-11 HDPE, FITTINGS, & VALVES COMPLETE IN PLACE (SEE DETAILS, SHEET 4 OF 6)	EA.	2	Five hundred		500	00	1,000	00
5	LONG SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP SADDLE, 1-1/4" SDR-11 HDPE, FITTINGS, VALVES, & ROADWAY BORE COMPLETE IN PLACE (SEE DETAILS, SHEET 4 OF 6)	EA.	5	Eight hundred		800	00	4,000	00
						TOTAL		43,899	00
	STATEMENT FOR SEPARATED CONTRACT COMPLIANCE:								
	NON-CONSUMABLE MATERIALS AND EQUIPMENT.....					17,559	00	\$ 17,559	00
	SKILLED LABOR, MATERIALS, EQUIPMENT AND TOOLS.....					24,340	00	\$ 24,340	00
						TOTAL		\$ 43,899	00

## Summary of Work

CONTRACTOR shall furnish all labor, materials, equipment, insurance, payroll, taxes, permits and supervision to **Install twenty two (22) new Simplex Grinder Pump Units**. Work task includes but not limited to the following sanitary sewer improvement activities:

### 1. Install Simplex Grinder Pump Units (22 NEW)

Furnish and install **twenty two (22)** fully operational Grinder Pump Units per plans and specifications including but not limited to the following parts and accessories necessary for a complete functional grinder pump unit:

- 1) *One (1)* – Hydromatic HPG200M2-2
- 2) *Four (4)* – Stainless steel pump feet and bolts
- 3) *One (1)* – 24" X 60" fiberglass tank with solid lid, neoprene gasket and two inch (2") mushroom vent.
- 4) *One (1)* – Simplex control panel 230 volt 1 phase, with alarm light.
- 5) *Three (3)* – Float switches Conery 21813A302
- 6) *One (1)* – Simplex pipe kit consisting of the following:
  - a) 5' section of schedule 80 PVC 1 ¼"
  - b) PVC elbow 1 ¼".
  - c) PVC check valve TBCD style 1 ¼".
  - d) PVC union. 1 ¼"
  - e) PVC ball valve 1 ¼".
  - f) 1 ¼" male adaptor.
  - g) 1 ¼" adapt-o-flex grommet. (for pump discharge)
  - h) 2" adapt-o-flex grommet. (for electrical conduit)
  - i) 4" adapt-o-flex grommet. (for incoming line)

Work task will also include 1 ¼" SDR-11 HDPE service line from grinder pump to valve box at the property line, connecting 4" gravity line from house plumbing to proposed grinder pump, and abandon existing septic tank.

Contractor is to excavate and install the 24" dia. x 60" deep fiberglass basin, install the grinder pump unit and grinder pump electrical. Contractor is to furnish and place four sacks of sackcrete on the retainer ring and backfill with select material to be provided by the contractor. Set the pump in the basin on existing slide rails, set control box, and 30 amp disconnect (**Contractor Provided**), all necessary electrical conduit, and connect to existing house electrical (contractor may be required to install a separate breaker box to accommodate new grinder pump along with any conduit, wiring and breakers) with a licensed Electrician, all in accordance with National and Local Electrical codes.

Work task will also include 1 ¼" SDR-11 HDPE service line from grinder pump to valve box at the property line, connecting 4" gravity line from house plumbing to proposed grinder pump, and abandon existing septic tank.

Contractor is to excavate and install the 24" dia. x 60" deep fiberglass basin, install the grinder pump unit and grinder pump electrical. Contractor is to furnish and place four sacks of sackcrete on the retainer ring and backfill with select material to be provided by the contractor. Set the pump in the basin on existing slide rails, set control box, and 30 amp disconnect (**Contractor Provided**), necessary electrical conduit and connect to house electrical with a licensed Electrician, all in accordance with National and Local Electrical codes.



## 2. Abandon Existing Septic tanks as Identified

Abandon existing septic tanks in place, including plugging all influent and effluent lines, vacuum out wastewater and sludge, hauling and disposal of the wastewater and sludge to an approved facility licensed to receive the waste (contractor will be required to furnish proof of this activity by disposal tickets prior to final payment), break down top and sides one foot (1') below natural ground, backfill and restore surface area to the original shape. Surplus excavated material from Grinder Pump installation, or 1 ¼ Grinder Pump service line may be used for this task.

## 3. Residential Grinder Pump Sewage System (LPSS) and Service Lines

Residential Grinder Pump Sewage System (LPSS) Service Lines location will be determined in the field between the contractor, and engineer. The following are the fifteen (15) addresses in the base bid:

10129 Lawhon	9819 Lawhon	9524 Lawhon
10262 Brooks Road	8643 Phillips Street	7139 Boyt Road
7257 Boyt Road	7446 Boyt Road	7538 Boyt Road
7779 Boyt Road	7948 Boyt Road	8909 MLK
10247 Brooks Road	4408 Denley	7099 Faith

CONTRACTOR shall furnish all labor, materials, equipment, insurance, payroll, taxes, permits and supervision to **Install Low Pressure Sewer Force Main**. Work task includes following sanitary sewer improvement activities:

## 4. Installation of Low Pressure Sewer Force Main

Install approximately **532 L.F. of 2", PVC SDR-26 Class 161** Sewer Force Mains including "Mega-Lug" joint restraints for all valves and fittings. Work task also includes hydrostatic testing of new force main per specifications.

Contractor shall install a detector tape in the same trench as a force main pipe and must be located above and parallel to the force main. The detector tape must bear the label "**PRESSURIZED WASTEWATER**" continuously repeated in at least 1.5 inch letters. Unit bid price for the force main installation shall include a detector tape. There will be no separate pay item for installing a detector tape.

## 5. Service Lines (See No. 3 Above)

Short side services consist of installing the 1 ¼" FM size Tap Saddle, (Premier), 1 ¼" SDR-11 HDPE, 1 ¼" shut off valve, 1 ¼" check valve and valve box at the property line per Plan Details (*See Detail "A" Sheet 4 of 6*).

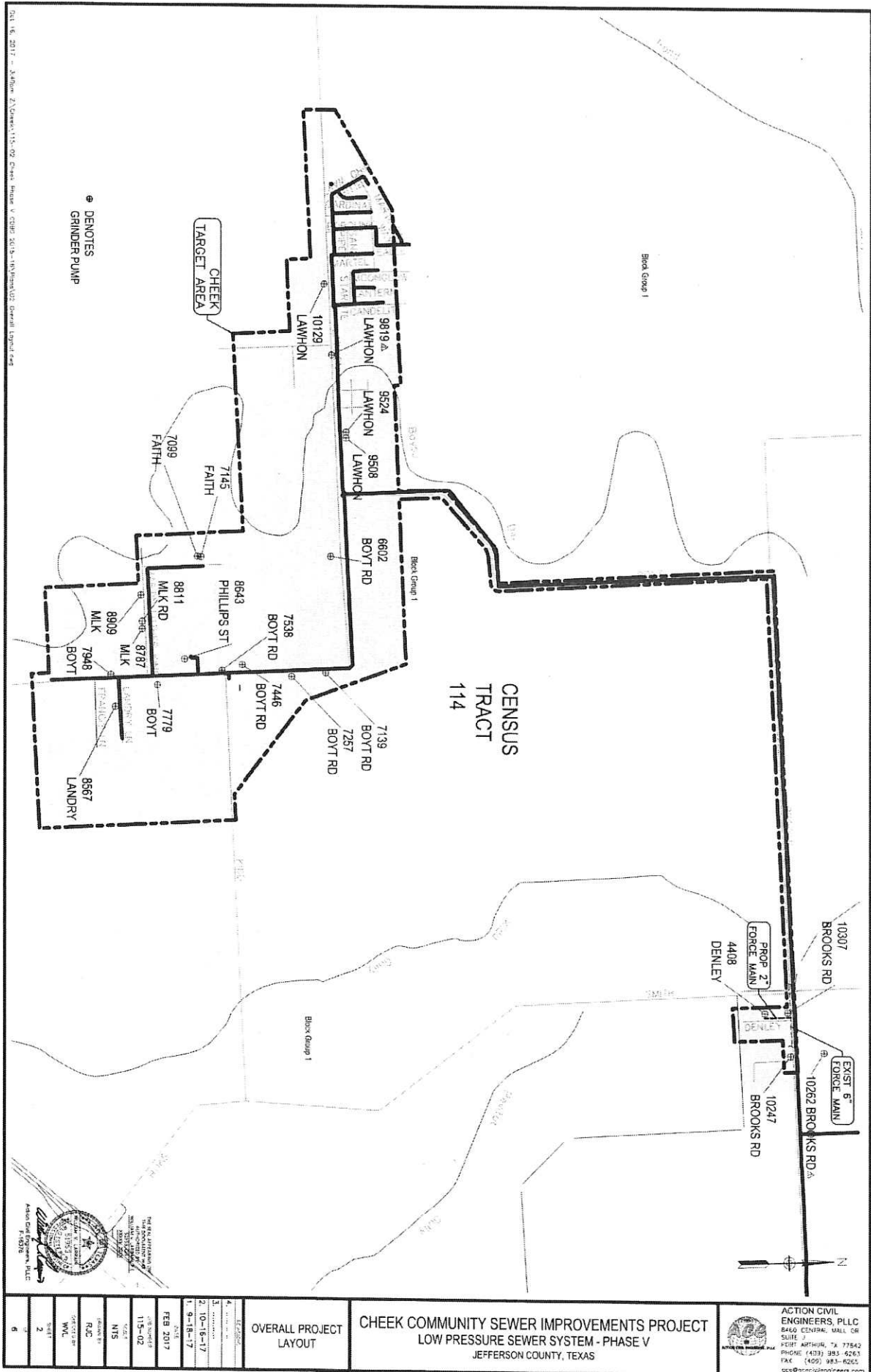
Long sides services will be as noted above but will also include a bore under the roadway. Roadway bore is to be included in price for Long Side Service. Contractor shall take care not to damage the road surface.

**6. Alternate Bid Addition Additional Address**

The following are the seven (7) addresses in the alternate base bid:

10307 Brooks Road	9508 Lawhon	8787 MLK
8811 MLK	8567 Landry	
7145 Faith	6602 Boyt Road	





**The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.**

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

*[Signature]*

Witness

Witness

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

\* *[Signature]*

Authorized Signature (Bidder)

*Vice President*

Title of Person Signing Above

*Mike Brown*

Typed Name of Business or Individual

*116736 IH10*

Address

*Vidor TX 75662*



## Construction Contract Change Order

**A505**

Grant Recipient: JEFFERSON COUNTY, TEXAS

Select: ☐ City ☒ County

Contract No.: 7216231

Change Order No.: 1

Region: SETRPC

Contractor:

(Name and Address)MK Constructors  
2485 North St.  
Vidor, Texas 77662

Engineer:

(Name and Address)Action Civil Engineers, PLLC.  
8460 Central Mall Drive  
Suite J  
Port Arthur, Texas 77642

 Select Change Order Type(s): ☒ Change to Existing Line Items ☐ New Items Requested ☐ Change in Contract Duration

Grant recipient is requesting Texas Department of Agriculture review to determine eligibility of change order expenses.

**Changes to Existing Line Items (Items from original bid or added in previous change order ONLY)**

Bid Item #	Item Description	Original Qty.	Proposed Qty.	UOM	Unit Price	Δ Qty.	Change in Contract Price	+
2	Change Address	1	1	EA	\$5,560.00	0	\$0.00	-
Contract Change Sub-Total:							\$0.00	

**Justification for Change**

	Increase	Decrease	No Change
1. Effect of this change on scope of work:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Effect on operation and maintenance costs:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Yes	No	Not Applicable
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement Exhibit A?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is the TCEQ clearance still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearances still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Additional Change Order No. 1 Information:**

The purpose of this change order is to make a correction to an address of one of the fifteen (15) locations to receive sewer improvements, as part of the "Base Bid" properties for this project, as indicated below:

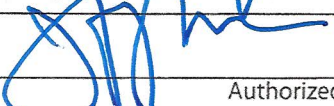
10129 Lawhon	<del>9819 Lawhon</del> <b>Change to 9805 Lawhon</b>	9524 Lawhon
10262 Brooks Road	8643 Phillips Street	7139 Boyt Road
7257 Boyt Road	7446 Boyt Road	7538 Boyt Road
7779 Boyt Road	7948 Boyt Road	8909 MLK
10247 Brooks Road	4408 Denley	7099 Faith

### Change Order Summary

Original Contract Price:	\$205,864.00	Original Contract End Date:	
Net Previous Change Order(s):	\$0.00	Net change of previous Change Orders (days):	
This Net Change Order:	\$0.00	Increase/Decrease of this Change Order (days):	
New Contract Price:	\$205,864.00	Change Order Contract End Date	
Cumulative % Change:	0.0%		

**NOTE:** Change orders for an increase of more than 25% will be rejected. The State of Texas considers a change in the construction contract price of greater than 25% to be non-competitive, as other potential bidders did not have the opportunity to bid on the true scope of the project during the procurement process. Grant Recipient must rebid project in the event of an increase of 25% or more.

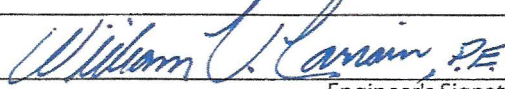
#### Grant Recipient Approval (REQUIRED)

	December 18, 2017
Authorized Signature	Date

Jeff R. Branick, Jefferson County Judge

Authorized Signatory's Name and Title

#### Engineer's Recommendation

	12/12/17
Engineer's Signature	Date

William V. Larrain, P.E.

Engineer's Name

#### Contractor's Authorization

Contractor's Signature	Date

Contractor's Name and Title

To receive an email copy of the TDA response, provide contact information below

Name	Email	+
		-

#### For TDA office use only

This Net Change Order:	\$0.00	Increase/decrease of this Change Order (days):	
Net Change Order Approved:		Increase/decrease of this Change Order Approved:	
Approved Contract Amount:		Approved Contract Time:	

Notes:

Contract Specialist Signature	Date

Director Signature (optional)	Date





Transaction Data Systems, Inc.  
788 Montgomery Ave, Ocoee, FL 34761  
800-289-7930 (Toll Free)  
[www.Rx30.com](http://www.Rx30.com)

## Support Agreement

This Support Agreement ("Agreement") is made and entered into by and between Transaction Data Systems, Inc., 788 Montgomery Ave, Ocoee, Florida 34761, hereinafter called 'TDS', and

Jefferson County Public Health Pharmacy

#108837

### Pharmacy Name

### Rx30 License #

1295 Pearl Street

### Pharmacy Address

Beaumont

TX

77701

### City

### State

### Zip

409-835-8530 Ext 2307

### Phone

Jefferson County

### Pharmacy Owner

Hereinafter called 'User', to be effective on the date executed and accepted by TDS hereon and until terminated.

### 1. Definitions

- A. **System** – The equipment and operating system software used as the computing platform to execute the Licensed Software.
- B. **Licensed Software** – Software developed by TDS and licensed for use by TDS to User.
- C. **Software Defect** – An anomaly in the Licensed Software that keeps the Licensed Software from operating in accordance with TDS specifications for the operation.
- D. **Rx30**. A trademarked product name for certain TDS Licensed Software.

### 2. Fees

Quoted support fees are payable in advance. Fees shall only be deemed to have been paid, if paid to TDS by cash, money order, certified check, or by personal or company check that has cleared for payment.

TDS will notify the User that a fee payment is due for continuing support under this Agreement at least thirty (30) days prior to the end of paid-up coverage. However, the responsibility for paying fees required of this Agreement is with the User.

### 3. Term of Agreement

The term of this Agreement shall commence and become effective upon acceptance by TDS and receipt of applicable Fees and shall continue for the period covered by the received Fee, unless terminated as provided for in this Agreement. Unless terminated, this Agreement shall be renewed automatically with the receipt of Fees covering an additional coverage period. In no event shall this Agreement be deemed to have coverage prior to its effective date. It shall be the responsibility of the User to identify the Support Package for which the Fees are intended. If the User requests a change in their Support Package level and such change is approved by TDS, existing coverage shall be prorated according to prepaid Fees unless other arrangements are made with TDS. TDS reserves the right to terminate this Agreement if TDS deems that User has violated its TDS Software License. TDS reserves the right to terminate this Agreement for cause for abusive behavior by any User employees or agents to TDS support personnel. User may



terminate this Agreement by notifying TDS in writing of User's desire to terminate. Any unused pre-paid fees will be refunded to User by TDS upon termination. In the event that the Agreement is terminated, TDS shall have no further responsibility to provide support of any kind to User.

#### **4. Changes in Terms, Conditions and Fees**

TDS may change its support terms and conditions upon 30 days written notice to User. Such written notice may be provided in generally distributed TDS literature such as a newsletter or as an amendment or replacement for this Agreement. TDS reserves the right to change its Fees for support services at any time but no such change in fees shall be effective for User prior to the end of a pre-paid coverage period and shall not be retroactive. Any changes to Fees will be published with an effective date and will be publicly available.

#### **5. Coverage**

This Agreement covers services for Licensed Software only, as originally provided to User by TDS, or by any authorized Rx30 Dealer, for use on a System that meets TDS Minimum Equipment Configuration recommendations for the Licensed Software, and as updated with improvements or modifications furnished to User under TDS Warranty or this Agreement. During the Term of this Agreement, TDS shall make available to User updated Licensed Software as it from time to time is released for general distribution to TDS customers.

User agrees that User will install all updated Licensed Software on User's System within a reasonable period after receipt of such Licensed Software by User and that User will be responsible for providing a System that meets or exceeds TDS Minimum Equipment Configuration specifications for the updated Licensed Software.

In the event that User installs Licensed Software or any updated version of Licensed Software on a System that does not meet TDS Minimum Equipment Configuration for such Licensed Software, User agrees that TDS shall not have any responsibility for the performance of Licensed Software of User's System.

#### **6. Operational Support**

##### **A. General Operation Support**

TDS will provide customer operation support for subscribers to this Agreement. Such support shall be available via toll free telephone, electronic mail (e-mail), FAX, and other communications mechanisms as may become available and practical for use. Support hours are weekdays 7:00 A.M. to 10:00 P.M., Saturday 9:00 A.M. - 5:00 P.M., and Sunday 10:00 A.M. - 6:00 P.M. All times quoted are Eastern Times. Individual provision will be made for pharmacies outside of United States continental time zones. On-call extended toll free telephone support is available through an extension to this Agreement and is specifically not a part of this Agreement.

Hours for extended telephone support are those specified with associated Support fees (Attachment I). TDS will respond to a request for support covered under this Agreement as soon as possible after the time the call is received. TDS will provide operational support and has a goal of responding to each request for support within 15 to 30 minutes of first receipt of a request for help; however, TDS makes no guarantees concerning actual response time or the effectiveness of the response.

##### **B. Limitations to Operational Support**

This Agreement does not cover support for the software created by third parties. This Agreement does not cover equipment and/or peripheral devices attached to the computer or terminals operating TDS software.

Calls for support where the problem is determined to be a direct or indirect result or consequence of the Licensed Software being incorrectly installed, where such installation was not done directly by TDS personnel or not in accordance with TDS installation instructions, may result in non-covered support direct charges to the User at the hourly rate listed in Attachment: 1 (Non-Rx30 support calls).

*TDS support people have no authority to approve or disapprove User billing for non-covered support. They can only alert the User to the situation. TDS management reserves the sole right to determine whether the User shall be billed for non-covered support time. TDS shall use commercially reasonable efforts to discover whether additional fees, as described above, may apply and, if so, seek advanced approval from User before such charges are incurred. In seeking approval, TDS shall provide a detailed description of the Error and estimate of additional charges necessary for services to be performed.*



### **C. NEW RELEASES OF LICENSED SOFTWARE**

Updates to Licensed Software or new versions of License Software released for general use and covered under this Agreement will be provided to the User at no additional charge during the Term of this Agreement. User agrees to install all such provided Updates and Releases for use within 5 working days of receipt. TDS agrees that it will support its most current Licensed Software releases and, if applicable, the immediately preceding release. TDS does not guarantee that it can or will support any older releases of its Licensed Software and reserves the right to discontinue all forms of support for discontinued products and/or older versions of Licensed Software.

### **7. TELEPHONE ACCESS**

The User agrees to install and maintain for the duration of this Agreement, a modem and associated dial-up telephone circuit or a similar telecommunications capability acceptable to TDS. Unless exempted by TDS because of difficulties in providing full time on-line service via its LIFE/Line product, User agrees to use the above described communications facility for the purpose of utilizing TDS's on-line support system known as LIFE/Line. Whether exempted from full-time on-line or not, User agrees that the communications facility will be reserved for use by Licensed Software which can include, but is not limited to: third party claim submission, DEA reporting, data base updates, clinical reporting, software update transmission, statistical data archiving, product movement monitoring and other uses.

### **8. BENEFITS PROGRAMS**

Unless TDS is specifically instructed otherwise in writing, User agrees to participate in available rebate, couponing, patient compliancy, statistical aggregation programs for which User is eligible. TDS warrants that it will not collect or allow to be collected via Licensed Software, any data that compromises patient medical information unless patient specifically agrees to release of patient's medical data for an intended purpose. Further, TDS agrees that it will not engage in the collection of data that, in its opinion, could be used in any manner to harm User. TDS agrees that it will require the sponsors of each such program to supply to TDS, in writing, a limitation and warranty on the use of any data requested and supplied to the program sponsor. TDS further warrants that all such supported programs will provide benefit, monetary or otherwise, to User. User understands that some programs are made available to User because of the total number of aggregate TDS users and that a User decision not to participate could result in reduced benefit to all other users. Further, User understands and agrees that some programs of this category will be of an elective nature. For such programs, TDS will notify the User of the availability of such program and the User may elect not to participate in the program.

All data to support such programs, whether updates to User files or dispensing data, is transported using User's communication facility defined above. No other mode of data transport will be used between TDS and User for benefit programs.

**Data Rights.** TDS (or its Affiliates) may de-identify protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (42 U.S.C. 1320d) ("PHI") and use PHI to provide Data Aggregation services in accordance with 45 C.F.R. 164.514(b) and 45 C.F.R. 164.504(e)(2)(i)(B), respectively, unless specifically instructed not to do so in writing by Customer. Further, Customer acknowledges and agrees that to the extent TDS (or its Affiliates) utilizes subcontractors, such subcontractors may also de-identify PHI and provide Data Aggregation services in accordance with 45 C.F.R. 164.504(e)(2)(i)(B). "Data Aggregation" shall mean the combining of PHI by TDS (or its Affiliates) with the PHI received by TDS (or its Affiliates) in its capacity as business associate of another covered entity to permit data analyses that relate to the health care operations of the respective covered entities.

### **9. TRAINING**

Training is not provided by nor included under this Agreement.

**10.** TDS ("Business Associate") and USER ("Covered Entity") acknowledge that Covered Entity is a covered entity as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d) ("HIPAA"). The parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the "Privacy Standards" adopted by the United States Department of Health and Human Services, as they may be amended from time to time, 65 Fed. Reg. 82462-82829 (Dec. 28, 2000) ("Privacy Standards"). The Privacy Standards require a covered entity to ensure that business associates who receive confidential information in the course of providing services on behalf of a covered entity comply with certain obligations regarding the confidentiality of health information as defined in the



aforementioned regulations. Accordingly, TDS hereby agrees to comply with the Business Associate Agreement incorporated herein by reference.

**11. Binding Agreement.** The parties hereto warrant and represent that upon execution hereof, this Agreement shall be a legal, valid and binding obligation on them and shall be enforceable against them in accordance with its terms. The Individuals signing this Agreement warrant and represent that they are duly authorized to sign this Agreement on behalf of the parties hereto.

**12. Waiver.** The failure to comply with or to enforce any term, provision, or condition of this Agreement, whether by conduct or otherwise, shall not constitute or be deemed a waiver of any other provision hereof; nor shall such failure to comply with or to enforce any term, provision, or condition hereof constitute or be deemed a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

**13. Modification.** No supplement, modification, or amendment of any term, provision, or condition of this Agreement shall be binding or enforceable on either party hereto unless in writing signed by both parties.

**14. Parties Affected.** Nothing in this Agreement, whether express or implied, is intended to confer upon any individual or entity, other than the parties hereto (and their respective heirs, representatives, successors, and permitted assigns), any rights or remedies hereunder or otherwise. Nothing in this Agreement is intended to relieve or discharge any liability of any party hereto or any third party. No provision in this Agreement shall give any individual or entity any right of subrogation against any party hereto.

**15. Notices.** All notices provided for by this Agreement shall be made in writing either (a) by actual delivery (e.g., personally, by commercial courier service, or by confirmed tele facsimile) of the notice, or (b) by the mailing of the notice by United States Postal Service certified or registered mail, return receipt requested, and addressed to the Party to be notified at the address set forth on the execution page below (or at such other address as may be given by notice by a Party). The notice shall be deemed to be received (i) if by actual delivery, on the date of its receipt by the Party, or (ii) if by mail, on the second day on which mail is delivered following the date of deposit in the United States Postal Service.

**16. Severability.** Should any part, term, or provision of this Agreement be declared to be invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.

**17. Assignment.** No party to this Agreement may assign this Agreement without the prior written consent of the other party.

**18. Applicable Law.** This Agreement shall be governed by the laws of the State of Florida without regard to its conflict of laws provisions and the venue of any litigation arising from this Agreement shall be in the District Courts of Orange County, Florida. The venue of any dispute resolution activity shall be in Orlando, Orange County, Florida.

**19. Subject Headings.** The subject headings of the sections, paragraphs, and subparagraphs of this Agreement are included herein solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, amplify, or aid in the meaning, construction, or interpretation of any of the provisions of this Agreement.

**20. Attorney's Fees and Court Costs.** If either party brings an action against the other to enforce any condition or covenant of this Agreement, each party shall be individually responsible for its own court costs and attorney's fees.

**21. Relationship of the Parties.** None of the provisions of this Agreement are intended to create, and none shall be deemed or construed to create, any relationship between the parties, other than that of independent contractors. This Agreement shall not create the relationship of employer-employee, agency, partnership, or joint venture. Neither party shall have the right or power in any manner to unilaterally obligate the other to any third party, whether or not related to the purpose of this Agreement.

**22. Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supersedes all prior written or oral agreements or communications between the parties.

**23. Force Majeure.** Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, labor disputes, shortages of suitable parts, or any similar cause beyond the reasonable control of the parties.

IN WITNESS WHEREOF, TDS Software Customer and TDS Software Corporation agree to and intend to be legally bound by all terms and conditions set forth above and hereby execute this Agreement as of the effective date above written.

Covered Entity: Jefferson County Public Health

Signature: [Signature]

Printed Name: Jeff Branick

Title: County Judge

Date: 12 / 18 / 2017

Transaction Data Systems, Inc. (Internal Use Only)

Signature: [Signature]

Printed Name: STEVE WUBER

Title: PRESIDENT / CEO

Date: 12-12-17



ATTEST  
DATE

[Signature]  
12 / 18 / 17





Transaction Data Systems, Inc.  
788 Montgomery Ave, Ocoee, FL 34761  
800-289-7930 (Toll Free)  
www.Rx30.com

## Business Associate Agreement

This Business Associate Agreement (the "Agreement") is entered into as of 12 / 20 / 2017  
(the "Effective Date") by and between Transaction Data Systems, Inc. ("TDS"), a Florida corporation, located at 788 Montgomery Ave, Ocoee, Florida 34761; and Transaction Data Systems' Software Customer:

JEFFERSON COUNTY PUBLIC HEALTH ("Customer"), located at  
1295 Pearl Street Beaumont, Texas 77701

and defines the terms and conditions pursuant to a Business Associate Agreement as required by the Privacy Rule, 45 C.F.R Parts 160 and 164, of the Health Insurance Portability and Accountability Act of 1996.

### Background

WHEREAS, TDS is in the business of producing, selling, installing, and supporting pharmacy software, and in the normal course of installation and support of said software will, from time to time, have access to protected health information, and

WHEREAS, Customer is in the business of providing pharmacy services, has purchased a software license and a Support Agreement from TDS, and acknowledges TDS's need for occasional access to protected health information in the furtherance of its support activities.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

### HIPAA and HITECH ACT Compliance

(a). Subtitle D of the American Recovery and Reinvestment Act of 2009 ("ARRA '09") entitled "Health Information Technology for Economic and Clinical Health", generally referred to as the HITECH Act, ("the Act"), Section 13400 *et seq.*, contains provisions that significantly alter the rights and obligations of the Business Associate and the Pharmacy as to one another and as to the patients served by the Pharmacy- Accordingly, the Parties agree to incorporate the provisions of the Act and the statutes, rules and regulations cited in subparagraph (b) below into this Agreement by reference.

(b). As indicated by subparagraph (a) above, the purpose of this Agreement is to reflect the intention of the Parties that their relationship shall be in compliance with the applicable statutes, rules and regulations, including as illustration and not in limitation: the HIPAA Privacy Rule, 45 C.F.R. Parts 160 and 164; the HIPAA Security Rule, 45 C.F.R. Parts 160, 162 and 164; the Act; the Breach Notification Rule (8/24/09), 45 C.F.R. Parts 160 and 164; and state laws and regulations not preempted by HIPAA that are addressed to the privacy and security of Protected Health Information ("PHI"). (When named in this Agreement, the U.S. Secretary of Health and Human Services will be referred to as "the Secretary").

(c). The provisions of this Agreement are to be interpreted at all times so as to be consistent with the statutes, rules and regulations referred to in the preceding subparagraphs (a) and (b). In the event of any conflict among the provisions of this Agreement and the statutes, rules and regulations referred to in subparagraphs (a) and (b) above, the provisions of such statutes, rules and regulations as currently written or as hereafter amended or otherwise modified by the Secretary shall prevail.



## Agreement

### 1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R § 160.103 and 164.501.

- 1.1 Business Associate. "Business Associate" shall mean Transaction Data Systems, Inc.
- 1.2 Covered Entity. "Covered Entity" shall mean TDS Customer.
- 1.3 Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502
- 1.4 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E
- 1.5 Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.6 Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as the term "Electronic Protected Health Information" in 45 C.F.R. § 160.103, and shall refer to PHI that Healthcare Provider, or Business Associate on behalf of Healthcare Provider, transmits or maintains in electronic media.
- 1.7 Underlying Services Agreement. "Underlying Services Agreement" shall mean the agreement between the Parties hereto setting forth the scope of the services Healthcare Provider has engaged Business Associate to provide on Healthcare Provider's behalf
- 1.8 Unsecured Protected Health Information. "Unsecured Protected Health Information" or "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance, as set forth as 45 C.F.R. § 164.402
- 1.9 Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.501.

### 2. Obligations and Activities of Business Associate

- 2.1 Obligations Regarding Uses and Disclosures of PHI.
  - a) TDS agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
  - b) TDS agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
  - c) TDS agrees to mitigate, to the extent practicable, any harmful effect that is known to TDS of a use or disclosure of Protected Health Information by TDS in violation of the requirements of this Agreement.
  - d) TDS agrees to report to Customer any use or disclosure of the Protected Health Information not provided for by this Agreement.
  - e) TDS agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from Customer, or created by TDS on behalf of Customer, agrees to the same restrictions and conditions that apply through this Agreement to TDS with respect to such information.
  - f) TDS agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by TDS on behalf of Customer, available to Customer, or at the request of the Customer to the Secretary, in a time and manner designated by the Customer or the Secretary, for purposes of the Secretary determining Customer's



compliance with the Privacy Rule.

- g) TDS agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- h) TDS agrees to provide to Customer or an Individual, in time and manner designated by Customer, information collected in accordance with Section 2.7 of this Agreement, to permit Customer to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

## 2.2 Obligations Regarding Electronic PHI

- a) TDS agrees to comply with the HIPAA Security Regulations, 45 C.F.R. Parts 160, 162 and 164, with respect to any electronic PHI TDS creates, receives, maintains or transmits for or on behalf of Healthcare Provider.
- b) In particular, with respect to such electronic PHI,
  - (i) TDS agrees to implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI as required by the Security Regulations.
  - (ii) TDS will ensure that any agent, including a subcontractor to whom it provides electronic PHI, agrees to implement reasonable and appropriate safeguards to protect the electronic PHI.
  - (iii) TDS shall report to Healthcare Provider any security incident of which Business Associate becomes aware with respect to the electronic PHI.

## 2.3 Obligations Regarding Notification of Breaches of Unsecured PHI.

- a) TDS will notify Healthcare Provider of Breaches of Unsecured PHI without unreasonable delay and in no case later than sixty (60) calendar days after the discovery of such a Breach in Unsecured PHI, as these terms are defined at 45 C.F.R. 164 subpart D. TDS notice to the Healthcare Provider shall include the applicable elements as set forth at 45 C.F.R. § 164.410.
- b) Comply with all requirements of the HIPAA HITECH Breach Notification Rule.

## 3. Permitted Uses and Disclosures by Business Associate

- 3.1. Except as otherwise limited in this Agreement, TDS may use or disclose Protected Health Information on behalf of, or to provide services to, Customer for the purpose of Installation and/ or Support of TDS's software, and associated licensed software, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Customer.
- 3.2. Except as otherwise limited in this Agreement, TDS may disclose Protected Health Information for the proper management and administration of TDS, provided that disclosures are required by law, or IDS obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies TDS of any instances of which it is aware in which the confidentiality of the information has been breached.
- 3.3 Healthcare Provider shall notify Business Associate of any restriction to the use or disclosure of PHI that Healthcare Provider has agreed to in accordance with 45 C.F.R. § 164.522, or as mandated pursuant to Section 13405(c) of the HITECH Act, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

## 4. Permissible Requests by Covered Entity

- 4.1 Healthcare Provider shall not request TDS to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Healthcare Provider.



**5. Term and Termination**

- 5.1. Term. The Term of this Agreement shall be effective as of, 12 / 20 / 2017 and shall terminate when all of the Protected Health Information provided by Customer to TDS, or created or received by TDS on behalf of Customer, is destroyed or returned to Customer, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- 5.2. Termination for Cause. Upon knowledge of a material breach by TDS, Customer shall provide an opportunity for TDS to cure the breach or end the violation. If TDS does not cure the breach or end the violation within the time specified by Customer, or if TDS has breached a material term of this Agreement and cure is not possible, Customer shall immediately terminate this Agreement and any related Agreement. If neither termination nor cure is feasible, Customer shall report the violation to the Secretary.
- 5.3. Effect of Termination. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, TDS shall return or destroy all Protected Health Information received from Customer, or created or received by TDS on behalf of Customer. This provision also shall apply to Protected Health Information that is in the possession of subcontractors or agents of TDS. TDS shall retain no copies of the Protected Health Information.
- In the event that TDS determines that returning or destroying the Protected Health Information is infeasible, TDS shall provide to Customer, notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, TDS shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as TDS maintains such Protected Health Information.

**6. Other Terms**

- 6.1. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Customer to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- 6.2. Survival. The respective rights and obligations of TDS under Section 6.3 of this Agreement shall survive the termination of this Agreement.
- 6.3. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Customer to comply with the Privacy Rule.

**7. Entire Agreement**

This Agreement contains all of the agreements and understandings between the parties with respect to the subject matter hereof. No agreement or other understanding in anyway modifying the terms hereof will be binding unless made in writing as a modification or amendment to this Agreement and executed by both parties.

IN WITNESS WHEREOF, TDS Software Customer and TDS Software Corporation agree to and intend to be legally bound by all terms and conditions set forth above and hereby execute this Agreement as of the effective date above written.

Covered Entity: Jefferson County Public HealthTransaction Data Systems, Inc. (Internal Use Only)Signature: [Signature]Signature: [Signature]Printed Name: Jeff BranickPrinted Name: STEVE WUBKATitle: County JudgePRESIDENT / CEODate: 12 / 18 / 2017Date: 12-12-17

ATTEST

DATE 12/18/17

ra002 f134

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Page 4 of 4

**Jefferson County**

Jefferson County, Pct 1  
20205 W. Hwy 90  
China, TX 77618  
Office: (409) 434-5430  
pct1@co.jefferson.tx.us

In support of the Hurricane Harvey relief effort, Kubota Tractor Corporation has contributed certain equipment to our organization in November 2017. No benefit was provided to Kubota in exchange for this contribution. This letter serves as acknowledgement that we received the following:

1. Kubota SSV75
  - a. Serial Number 21278
  - b. Valued at \$36,195.00
  
2. LandPride AP-SGC2072 72" Heavy duty Grapple Bucket
  - a. Serial Number 10352651
  - b. Valued at \$3,081.69

Total value received \$39,276.69

Acknowledging party signature: Deborah Clark

Acknowledging party printed name and title: Deborah Clark  
Purchasing Agent

Date: 12/13/2017

Recipient Organization Name: Jefferson County

**Fran Lee**

---

**From:** Terry Wuenschel <twuenschel@co.jefferson.tx.us>  
**Sent:** Thursday, December 07, 2017 4:58 PM  
**To:** Fran Lee  
**Cc:** Cheryl Ellis  
**Subject:** Voter Budget Funds Transfer

Fran,

We have received an additional file from Secretary of State for the mandatory mass mailing of voter certificates. It is a small file and we have received a quote of approx. \$500. I only have \$11.08 left in fund 120-1031-415-5077 for contractual services.

Please transfer \$500.00

TO 120-1031-415-5077 Contractual Services

FROM 120-1031-415-3078 Office Supplies

If a transfer is not possible, may we request a budget amendment?

Thank you,

***Terry Wuenschel, PCC***  
***Chief Deputy Assessor-Collector***  
**Jefferson County Tax Office**  
**P: 409-835-8704; F: 409-835-8589**  
**twuenschel@co.jefferson.tx.us**



PGM: GMCOMMV2	DATE 12-18-2017	PAGE: 1 226 TOTAL
NAME	AMOUNT	CHECK NO.
JURY FUND		
DAWN DONUTS	45.50	441449
ROAD & BRIDGE PCT.#1		45.50**
ABLE FASTENER, INC.	76.06	441227
ENTERGY	713.46	441269
M&D SUPPLY	1,422.34	441284
MUNRO'S	29.65	441289
SOUTHEAST TEXAS WATER	23.00	441306
SOUTHEAST TEXAS WATER	14.00	441307
TEJAS MFG & RV SUPERSTORE, INC.	399.00	441314
SOUTHERN TIRE MART, LLC	653.90	441323
HERRERA'S EMERGENCY LIGHTING	5.50	441361
ATTABOY TERMITE & PEST CONTROL	30.00	441396
ASCO	1,426.27	441422
SILSBEE FORD INC	28,127.50	441432
REPUBLIC SERVICES	58.50	441447
GULF COAST	182.40	441461
AMF MATERIALS & TRANSPORT	14,893.00	441466
ROAD & BRIDGE PCT.#2		48,054.58**
SPIDLE & SPIDLE	4,512.00	441230
CITY OF NEDERLAND	87.02	441246
AT&T	95.88	441308
TEXAS CONFERENCE OF URBAN COUNTIES	425.00	441355
EQUIPMENT DEPOT	7,964.84	441379
FRANK ADAMS	10.81	441417
REPUBLIC SERVICES	94.38	441447
LJ'S HYDRAULIC & AIR REPAIR	867.45	441464
ROAD & BRIDGE PCT. # 3		14,057.38**
A&A EQUIPMENT	95.45	441226
BEAUMONT TRACTOR COMPANY	189.40	441239
CERTIFIED LABORATORIES	419.70	441243
CITY OF PORT ARTHUR - WATER DEPT.	28.88	441245
FARM & HOME SUPPLY	111.22	441262
FAST SIGNS, INC.	1,038.00	441263
GULF COAST AUTOMOTIVE, INC.	275.19	441268
MUNRO'S	38.40	441289
OFFICE DEPOT	87.63	441292
ROMERO GLASS CO.	14.25	441299
TIME WARNER COMMUNICATIONS	90.87	441311
SOUTHERN TIRE MART, LLC	55.00	441323
HOWARD'S AUTO SUPPLY	79.00	441327
WALMART COMMUNITY BRC	169.58	441346
FIRST CALL	204.96	441356
CENTERPOINT ENERGY RESOURCES CORP	34.63	441373
DRAGO SUPPLY	498.00	441399
NORTHERN TOOL AND EQUIPMENT	119.99	441412
SAM'S CLUB DIRECT	230.68	441419
ASCO	217.50	441422
SMITTY'S HAMSHIRE GULF	169.00	441458
ROAD & BRIDGE PCT.#4		4,167.33**
BEAUMONT TRACTOR COMPANY	.00	441239
COASTAL WELDING SUPPLY	54.00	441249
CONN'S APPLIANCES & PART	499.99	441255
BEAUMONT ENTERPRISE	313.12	441260
CASH ADVANCE ACCOUNT	406.47	441279
M&D SUPPLY	203.29	441284
MUNRO'S	117.13	441289
PORT ARTHUR NEWS, INC.	108.50	441296
SMART'S TRUCK & TRAILER, INC.	80.54	441305
SOUTHEAST TEXAS WATER	109.34	441306
AT&T	74.69	441308
CDW COMPUTER CENTERS, INC.	94.99	441328
4IMPRINT, INC.	206.46	441350
EVERETT D ALFRED	857.46	441360

PGM: GMCOMMV2	DATE 12-18-2017	AMOUNT	CHECK NO.	PAGE: 2 227 TOTAL
SOUTHEAST TEXAS PARTS AND EQUIPMENT	459.77	441435		
REPUBLIC SERVICES	94.38	441447		
GULF COAST	1,944.12	441461		5,624.25**
ENGINEERING FUND				
VERIZON WIRELESS	211.34	441342		
UNITED STATES POSTAL SERVICE	12.83	441348		224.17**
PARKS & RECREATION				
COBURN'S GROVES (5)	29.04	441252		
FARM & HOME SUPPLY	64.09	441262		
ENTERGY	1,294.83	441269		
AT&T	30.76	441308		
AUTO ZONE	47.99	441322		1,466.71**
GENERAL FUND				
TAX OFFICE				
UNITED STATES POSTAL SERVICE	1,456.00	441348		1,456.00*
COUNTY HUMAN RESOURCES				
PINNACLE EMPLOYEE TESTING	315.00	441295		
UNITED STATES POSTAL SERVICE	3.05	441348		
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	180.00	441453		498.05*
AUDITOR'S OFFICE				
OFFICE DEPOT	188.20	441292		
UNITED STATES POSTAL SERVICE	3.28	441348		191.48*
COUNTY CLERK				
KIRKSEY'S SPRINT PRINTING	52.45	441283		
OFFICE DEPOT	215.57	441292		
UNITED STATES POSTAL SERVICE	311.90	441348		
RICOH USA INC	344.29	441421		924.21*
COUNTY JUDGE				
PHILLIP DOWDEN	500.00	441234		
OFFICE DEPOT	136.69	441292		
UNITED STATES POSTAL SERVICE	.67	441348		
JONATHAN VERNON	500.00	441450		
JAN GIROUARD & ASSOCIATES LLC	400.00	441451		
THE MAYO LAW FIRM PLLC	500.00	441465		2,037.36*
RISK MANAGEMENT				
UNITED STATES POSTAL SERVICE	.86	441348		.86*
COUNTY TREASURER				
OFFICE DEPOT	28.58	441292		
UNITED STATES POSTAL SERVICE	114.31	441348		142.89*
PRINTING DEPARTMENT				
OLMSTED-KIRK PAPER	547.50	441293		547.50*
PURCHASING DEPARTMENT				
UNITED STATES POSTAL SERVICE	114.02	441348		114.02*
GENERAL SERVICES				
B&L MAIL PRESORT SERVICE	1,301.65	441238		
JEFFERSON CTY. APPRAISAL DISTRICT	240,769.17	441278		
CASH ADVANCE ACCOUNT	30.00	441279		
TIME WARNER COMMUNICATIONS	208.87	441312		

PGM: GMCOMMV2	DATE 12-18-2017	PAGE: 3
NAME	AMOUNT	CHECK NO. TOTAL
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	441315
ADVANCED STAFFING	97.50	441324
TOWER COMMUNICATIONS, INC.	2,435.00	441345
WALMART COMMUNITY BRC	423.43	441346
ALLISON, BASS & ASSOCIATES, LLP	1,472.75	441359
ERS - TEXAS SOCIAL SECURITY PROGRAM	35.00	441364
MICHAEL "SHANE" SINEGAL	54.90	441392
SAM'S CLUB DIRECT	21.98	441419
		249,550.25*
DATA PROCESSING		
OFFICE DEPOT	49.99	441292
CDW COMPUTER CENTERS, INC.	131.10	441328
MORSE COMMUNICATIONS INC	419.72	441390
		600.81*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	1,706.06	441348
		1,706.06*
ELECTIONS DEPARTMENT		
OFFICE DEPOT	539.62	441292
CDW COMPUTER CENTERS, INC.	419.42	441328
A. RIFKIN COMPANY	122.79	441367
SOE SOFTWARE CORPORATION	22,950.00	441395
PRINTELECT	533.44	441400
		24,565.27*
DISTRICT ATTORNEY		
JEFFERSON CTY. PEACE OFFICERS ASSOC	175.00	441228
CAMEO / SABINE NECHES TRAVEL	600.20	441242
OFFICE DEPOT	463.63	441292
UNITED STATES POSTAL SERVICE	286.82	441348
PCM-G	28,396.00	441394
THOMSON REUTERS-WEST	2,446.96	441426
KATHLEEN KENNEDY	265.76	441437
GALLS LLC	109.00	441441
MARCELO MOLFINO	1,620.28	441454
		34,363.65*
DISTRICT CLERK		
ART SIGNS & DECALS	35.00	441235
OFFICE DEPOT	373.68	441292
UNITED STATES POSTAL SERVICE	234.96	441348
AERIALINK INC	126.61	441459
		770.25*
CRIMINAL DISTRICT COURT		
CRISTY SMITH	278.85	441241
EDWARD B. GRIPON, M.D., P.A.	1,190.00	441267
OFFICE DEPOT	42.98	441292
UNITED STATES POSTAL SERVICE	23.84	441348
		1,535.67*
58TH DISTRICT COURT		
SOUTHEAST TEXAS WATER	29.95	441306
		29.95*
136TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	1.21	441348
		1.21*
172ND DISTRICT COURT		
OFFICE DEPOT	24.68	441292
LEXIS-NEXIS	56.00	441349
		80.68*
252ND DISTRICT COURT		
DAVID GROVE	150.00	441231
OFFICE DEPOT	218.81	441292
UNITED STATES POSTAL SERVICE	186.94	441348
LANGSTON ADAMS	800.00	441357
DUSTIN R. GALMOR	2,437.50	441406

PGM: GMCOMMV2	DATE 12-18-2017	AMOUNT	CHECK NO.	PAGE: 4 229 TOTAL
LINDSEY SCOTT		1,800.00	441443	
DAVID ADLER PC		2,500.00	441489	
279TH DISTRICT COURT				8,093.25*
DAVID GROVE		300.00	441231	
PHILLIP DOWDEN		225.00	441234	
KEVIN S. LAINE		325.00	441325	
JOHN D WEST		500.00	441331	
JOEL WEBB VAZQUEZ		300.00	441366	
TONYA CONNELL TOUPS		75.00	441386	
JASON ROBERT NICKS		1,500.00	441398	
P DEAN BRINKLEY		75.00	441402	
JONATHAN L. STOVALL		75.00	441407	
REALTIME REPORTING SERVICES INC.		64.00	441408	
WILLIAM MARCUS WILKERSON		75.00	441420	
WILLIAM FORD DISHMAN		800.00	441429	
BRYAN E MCEACHERN PC		500.00	441431	
MATUSKA LAW FIRM		300.00	441436	
MELANIE AIREY		300.00	441438	
LAW OFFICE OF J SCOTT FREDERICK		225.00	441439	
GORDON D FRIESZ		1,000.00	441444	
317TH DISTRICT COURT				6,639.00*
ALISA RAUMAKER, CSR		80.10	441232	
UNITED STATES POSTAL SERVICE		.92	441348	
JUDY PAASCH		2,393.61	441372	
JUSTICE COURT-PCT 1 PL 1				2,474.63*
UNITED STATES POSTAL SERVICE		41.49	441348	
JUSTICE COURT-PCT 2				41.49*
MARC DEROUEN		209.34	441405	
JUSTICE COURT-PCT 4				209.34*
AT&T		74.69	441308	
JUSTICE COURT-PCT 6				74.69*
UNITED STATES POSTAL SERVICE		29.91	441348	
COUNTY COURT AT LAW NO.1				29.91*
UNITED STATES POSTAL SERVICE		.81	441348	
COUNTY COURT AT LAW NO. 2				.81*
UNITED STATES POSTAL SERVICE		2.02	441348	
COUNTY COURT AT LAW NO. 3				2.02*
UNITED STATES POSTAL SERVICE		8.17	441348	
JOEL WEBB VAZQUEZ		250.00	441366	
ANTOINE FREEMAN		250.00	441387	
ALEX BILL III		250.00	441411	
COURT MASTER				758.17*
JUDGE LARRY GIST		861.06	441264	
UNITED STATES POSTAL SERVICE		.92	441348	
MEDIATION CENTER				861.98*
UNITED STATES POSTAL SERVICE		2.07	441348	
SHERIFF'S DEPARTMENT				2.07*
AAA LOCK & SAFE		99.00	441225	
BEAUMONT BRICK & STONE		156.94	441229	

PGM: GMCOMMV2	DATE 12-18-2017	PAGE: 5
NAME	AMOUNT	CHECK NO.
		TOTAL
CITY OF NEDERLAND	58.33	441246
EQUINE MEDICINE & SURGERY	626.00	441261
JEFFERSON CTY. SHERIFF'S DEPARTMENT	702.00	441275
CASH ADVANCE ACCOUNT	3,187.86	441279
KAY ELECTRONICS, INC.	589.49	441282
KIRKSEY'S SPRINT PRINTING	24.95	441283
NATIONAL DIRECTORY OF LAW ENFOR.	447.00	441290
OFFICE DEPOT	616.64	441292
AT&T	167.38	441308
WHOLESALE ELECTRIC SUPPLY CO.	3.73	441320
KEESHA GUILLORY	300.00	441326
CDW COMPUTER CENTERS, INC.	1,212.88	441328
UNITED STATES POSTAL SERVICE	105.56	441348
BEAUMONT OCCUPATIONAL SERVICE, INC.	131.80	441351
LOWE'S HOME CENTERS, INC.	226.76	441354
GPSIT	480.00	441397
SHAWN WILSON	323.32	441403
INDEPENDENT STATIONERS	520.12	441410
RITA HURT	275.00	441413
NTOA	150.00	441430
AC-U-KWIK	101.90	441440
GALLS LLC	142.00	441441
TX TAG	2.93	441445
REPUBLIC SERVICES	45.00	441447
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	300.00	441453
AXON ENTERPRISE INC	3,306.54	441467
ENDEAVOR ROBOTICS	700.00	441474
		15,003.13*
CRIME LABORATORY		
COLLABORATIVE TESTING SERVICES	215.00	441253
OFFICE DEPOT	123.90	441292
SOUTHEAST TEXAS WATER	79.90	441306
VERIZON WIRELESS	113.97	441344
EXCEL MEDICAL WASTE LLC	35.00	441442
ATTAINIT	73.70	441446
		641.47*
JAIL - NO. 2		
BELL FENCE MFG. CO.	461.64	441240
CITY OF BEAUMONT - WATER DEPT.	16.00	441244
COASTAL WELDING SUPPLY	162.66	441249
COBURN'S, BEAUMONT BOWIE (1)	31.60	441250
COTTON CARGO	39.50	441256
W.W. GRAINGER, INC.	673.77	441266
ENTERGY	53.94	441269
HERTZ CORPORATION	103.34	441273
JACK BROOKS REGIONAL AIRPORT	1,442.24	441277
M&D SUPPLY	257.52	441284
RALPH'S INDUSTRIAL ELECTRONICS	26.48	441300
SANITARY SUPPLY, INC.	2,409.68	441302
AT&T	1,391.96	441308
WHOLESALE ELECTRIC SUPPLY CO.	33.31	441320
CDW COMPUTER CENTERS, INC.	387.98	441328
LOWE'S HOME CENTERS, INC.	37.98	441354
NORTH SHORE SUPPLY COMPANY	25.00	441363
INDEPENDENT STATIONERS	729.97	441410
DRAGONFLY INTERPRETING SERVICES	330.00	441418
SAM'S CLUB DIRECT	625.11	441419
THOMSON REUTERS-WEST	3,796.68	441425
KROPP HOLDINGS INC	191.54	441428
GALLS LLC	1,537.62	441441
REPUBLIC SERVICES	2,501.00	441447
TEXAS PRISONER TRANSPORTATION SERVI	1,152.50	441455
IMPACT WASTE LLC	360.00	441460
		18,779.02*
JUVENILE PROBATION DEPT.		
UNITED STATES POSTAL SERVICE	28.83	441348
		28.83*
JUVENILE DETENTION HOME		
AAA LOCK & SAFE	653.50	441225

PGM: GMCOMMV2	DATE 12-18-2017		PAGE: 6
NAME	AMOUNT	CHECK NO.	TOTAL 231
SHERWIN-WILLIAMS	327.80	441304	
CHARMTX INC.	684.60	441362	
BEN E KEITH FOODS	99.03	441365	
VANSCHUCA SANDERS-CHEVIS	600.00	441381	
KAREN ROBERTS	300.00	441393	
EXCEL MEDICAL WASTE LLC	70.00	441442	
REPUBLIC SERVICES	550.55	441447	3,285.48*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	60.52	441348	60.52*
CONSTABLE-PCT 4			
AT&T	34.10	441308	
DISH NETWORK	63.50	441382	97.60*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	6.05	441348	6.05*
COUNTY MORGUE			
FMMS HOLDINGS OF TEXAS LLC	47,250.00	441414	47,250.00*
AGRICULTURE EXTENSION SVC			
WALMART COMMUNITY BRC	71.45	441346	
DAVID OATES	73.30	441452	
LINDA SILVA	49.22	441456	193.97*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	40.00	441233	
ENTERGY	70.00	441271	
AUSTIN CECIL WALKES MD PA	2,932.58	441318	
MCKESSON MEDICAL-SURGICAL INC	1.07	441329	
UNITED STATES POSTAL SERVICE	47.30	441348	
EXCEL MEDICAL WASTE LLC	35.00	441442	
CENTERPOINT ENERGY RESOURCES	38.05	441473	3,164.00*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	999.00	441248	
O.W. COLLINS APARTMENTS	164.84	441254	
ENTERGY	70.00	441272	
AUSTIN CECIL WALKES MD PA	2,932.58	441318	
EXCEL MEDICAL WASTE LLC	35.00	441442	4,201.42*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	476.55	441351	
J.C. PENNEY'S	2,180.50	441352	
SEARS COMMERICAL CREDIT	400.00	441353	3,057.05*
ENVIRONMENTAL CONTROL			
TEXAS FLOODPLAIN MGMT. ASSN.	45.00	441317	45.00*
INDIGENT MEDICAL SERVICES			
PRECISION DYNAMICS CORP.	1,056.83	441297	
CARDINAL HEALTH 110 INC	17,385.51	441427	
VECTOR SECURITY	54.43	441468	18,496.77*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	441343	150.00*
MAINTENANCE-BEAUMONT			
JOHNSON SUPPLY	652.04	441281	
ACE IMAGEWEAR	193.45	441303	

PGM: GMCOMMV2	DATE 12-18-2017	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
AT&T	655.69	441308
REPUBLIC SERVICES	1,651.65	441447
		3,152.83*
MAINTENANCE-PORT ARTHUR		
ENTERGY	4,201.89	441269
TIME WARNER COMMUNICATIONS	300.57	441313
LOWE'S HOME CENTERS, INC.	525.86	441354
PARKER LUMBER	60.24	441401
ALL TERRAIN EQUIPMENT CO	375.13	441469
		5,463.69*
MAINTENANCE-MID COUNTY		
CITY OF NEDERLAND	57.89	441247
ACE IMAGEWEAR	30.76	441303
W. JEFFERSON COUNTY M.W.D.	27.14	441319
REPUBLIC SERVICES	141.70	441447
		257.49*
SERVICE CENTER		
AUDILET TRACTOR SALES	10.70	441236
J.K. CHEVROLET CO.	110.04	441274
MUNRO'S	39.70	441289
PHILPOTT MOTORS, INC.	23.40	441294
AT&T	63.92	441308
TRAILER HITCH DEPOT	450.00	441330
JEFFERSON CTY. TAX OFFICE	7.50	441332
JEFFERSON CTY. TAX OFFICE	7.50	441333
JEFFERSON CTY. TAX OFFICE	7.50	441334
JEFFERSON CTY. TAX OFFICE	7.50	441335
JEFFERSON CTY. TAX OFFICE	7.50	441336
JEFFERSON CTY. TAX OFFICE	7.50	441337
JEFFERSON CTY. TAX OFFICE	7.50	441338
JEFFERSON CTY. TAX OFFICE	7.50	441339
JEFFERSON CTY. TAX OFFICE	7.50	441340
JEFFERSON CTY. TAX OFFICE	7.50	441341
BUMPER TO BUMPER	12.74	441368
REPUBLIC SERVICES	94.38	441447
DENNIS LOWE	57.76	441457
		912.16*
VETERANS SERVICE		
KIRKSEY'S SPRINT PRINTING	49.90	441283
HILARY GUEST	98.33	441358
		148.23*
		462,698.24**
MOSQUITO CONTROL FUND		
JACK BROOKS REGIONAL AIRPORT	122.61	441277
JEPPESSEN & SANDERSON	410.00	441280
MUNRO'S	44.45	441289
REPUBLIC SERVICES	94.38	441447
		671.44**
FEMA EMERGENCY		
COBURN'S, BEAUMONT BOWIE (1)	307.62	441251
CRABTREE BARRICADE SYSTEMS, INC.	705.00	441257
GOLD CREST ELECTRIC CO., INC.	22,676.88	441265
M&D SUPPLY	342.08	441285
M&D SUPPLY	626.93	441286
BUMPER TO BUMPER	79.05	441369
BUMPER TO BUMPER	97.92	441370
UNITED RENTALS	1,100.80	441375
UNITED RENTALS	3,718.58	441376
INDUSTRIAL & COMMERCIAL MECHANICAL	220.50	441416
ASCO	9,396.53	441423
REPUBLIC SERVICES	365.00	441447
REPUBLIC SERVICES	274.00	441448
GULF COAST	563.72	441462
GULF COAST	869.04	441463
DARR EQUIPMENT CO	4,955.00	441470
DARR EQUIPMENT CO	3,455.00	441471
SOUTHEAST TEXAS PLUMBING INC	8,165.00	441472
		57,918.65**
J.C. FAMILY TREATMENT		

PGM: GMCOMMV2	DATE 12-18-2017	PAGE: 8
NAME	AMOUNT	CHECK NO.
		TOTAL
BEAUMONT OCCUPATIONAL SERVICE, INC.	280.65	441351
JUDY PAASCH	40.00	441371
		320.65**
LAW LIBRARY FUND		
THOMSON REUTERS-WEST	2,540.04	441425
EMPG GRANT		2,540.04**
COTTON CARGO	1,470.00	441256
VERIZON WIRELESS	148.62	441343
		1,618.62**
GRANT A STATE AID		
VERIZON WIRELESS	26.07	441342
4M YOUTH SERVICES	134.19	441380
YOUTH ADVOCATE PROGRAM	5,630.88	441384
		5,791.14**
COMMUNITY SUPERVISION FND		
JEFFERSON CTY. COMMUNITY SUP.	2,369.58	441276
SAM HOUSTON STATE UNIVERSITY	235.00	441301
UNITED STATES POSTAL SERVICE	98.76	441348
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	441388
EXCEL MEDICAL WASTE LLC	175.00	441442
CALIBRE PRESS	329.00	441488
		10,172.34**
JEFF. CO. WOMEN'S CENTER		
ECOLAB	87.10	441259
MARKET BASKET	214.85	441287
KIM MCKINNEY, LPC, LMFT	225.00	441288
OFFICE DEPOT	152.44	441292
PREMIUM PLUMBING	837.03	441298
SUPREME SALES CO., INC.	1,164.00	441309
SYSCO FOOD SERVICES, INC.	1,029.26	441310
PETTY CASH - RESTITUTION I	170.62	441321
BEN E KEITH FOODS	2,425.79	441365
ATTABOY TERMITE & PEST CONTROL	50.00	441396
MATERA PAPER COMPANY INC	474.56	441424
EXCEL MEDICAL WASTE LLC	35.00	441442
REPUBLIC SERVICES	117.39	441447
		6,983.04**
COMMUNITY CORRECTIONS PRG		
CALIBRE PRESS	149.00	441488
		149.00**
COUNTY CLERK - RECORD MGT		
FILEX SYSTEMS, INC.	1,880.00	441409
		1,880.00**
DRUG INTERVENTION COURT		
REDWOOD TOXICOLOGY LABORATORY	931.00	441383
		931.00**
COUNTY RECORDS MANAGEMENT		
THC	364.00	441490
		364.00**
CHEEK H2O & SEWER		
DAISY PHILLIPS	100.00	441475
LINDA LORNETTE	105.00	441476
FREDERICK E BIBBINS	100.00	441477
THERESA STELLY	105.00	441478
HENRIETTA JOLIVETTE	100.00	441479
BRANDON & VALARIE HARRISON	100.00	441480
MARTIN LORNETTE SR	100.00	441481
LINDA L LEDAY	100.00	441482
LAWRENCE CHARLES SEBILE	100.00	441483
DEBORA CURTIS	100.00	441484
SONIA TAYLOR	175.00	441485
MAXWELL RATCLIFF	100.00	441486



PGM: GMCOMMV2	DATE 12-18-2017		PAGE: 9
NAME	AMOUNT	CHECK NO.	TOTAL 234
ROSA BATISTA	125.00	441487	1,410.00**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	1,581.25	441279	1,581.25**
HOTEL OCCUPANCY TAX FUND			
AT&T	183.13	441308	
REPUBLIC SERVICES	94.38	441447	277.51**
AIRPORT FUND			
ENTERGY	1,214.63	441270	
AT&T	613.00	441308	
REPUBLIC SERVICES	283.14	441447	2,110.77**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	14,028.32	441377	
RELIANCE STANDARD LIFE INSURANCE	5,620.46	441378	
GROUP ADMINISTRATIVE CONCEPTS INC	876.00	441404	
COMPASS PROFESSIONAL HEALTH SERVICE	2,645.00	441433	
SA BENEFITS SERVICES LLC	29,385.95	441434	
UNITED HEALTH CARE	71,533.77	441491	124,089.50**
SETEC FUND			
REPUBLIC SERVICES	1,866.79	441447	1,866.79**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	2,481.94	441374	2,481.94**
SHERIFF'S FORFEITURE FUND			
CASH ADVANCE ACCOUNT	1,021.36	441279	1,021.36**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	13,496.50	441198	
CLEAT	288.00	441199	
JEFFERSON CTY. TREASURER	15,170.28	441200	
RON STADTMUELLER - CHAPTER 13	530.00	441201	
INTERNAL REVENUE SERVICE	475.00	441202	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,400.00	441203	
JEFFERSON CTY. COMMUNITY SUP.	9,336.01	441204	
JEFFERSON CTY. TREASURER - HEALTH	458,415.40	441205	
JEFFERSON CTY. TREASURER - GENERAL	10.00	441206	
JEFFERSON CTY. TREASURER - PAYROLL	1,780,183.40	441207	
JEFFERSON CTY. TREASURER - PAYROLL	733,421.04	441208	
MONY LIFE INSURANCE OF AMERICA	126.84	441209	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,654.34	441210	
TGSLC	1,089.00	441211	
UNITED WAY OF BEAUMONT& N JEFFERSON	8.00	441212	
US DEPARTMENT OF EDUCATION	205.11	441213	
JEFFERSON CTY. TREASURER - TCDRS	685,914.16	441214	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,614.99	441215	
JEFFERSON COUNTY TREASURER	2,774.02	441216	
JEFFERSON COUNTY - TREASURER -	6,767.11	441217	
NECHES FEDERAL CREDIT UNION	48,167.71	441218	
JEFFERSON COUNTY - NATIONWIDE	152,423.58	441219	
WILLIAM E HEITKAMP	748.53	441220	
JOHN TALTON	2,066.15	441221	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	441222	
BELINDA M ZURITA	230.77	441223	
CONSERVE	148.64	441224	3,920,714.43**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,065.00	441389	2,065.00**
DISTRICT CRT RECORDS TECH			

PGM: GMCOMMV2	DATE	PAGE: 10
NAME	12-18-2017	235
	AMOUNT	CHECK NO. TOTAL
WESTERN MICROGRAPHICS & IMAGING	2,240.00	441415 2,240.00**
MARINE DIVISION		
AVIALL	117.28	441237
ENTERGY	516.79	441269
JACK BROOKS REGIONAL AIRPORT	756.95	441277
AT&T	80.10	441308
TEXAS DEPT OF LICENSING &	20.00	441316
VERIZON WIRELESS	531.86	441342
BUMPER TO BUMPER	546.94	441368
THE DINGO GROUP-PETE JORGENSEN MARI	282.99	441385
C & I OIL COMPANY INC	10,012.28	441391 12,865.19**
SHERIFF - COMMISSARY		
CURTIS 1000, INC.	359.28	441258
WALMART COMMUNITY BRC	222.40	441346
		581.68**
		4,698,983.50***

**SCHAFFER LAW OFFICES**

1021 MAIN, SUITE 1440  
HOUSTON, TEXAS 77002  
(713) 951-9555  
(713) 951-9854 (FAX)

Josh Schaffer, P.L.L.C.  
Elizabeth Stukes  
*Of Counsel*

josh@joshschafferlaw.com  
www.schafferfirm.com  
www.joshschafferlaw.com

October 20, 2017

Honorable Stephen B. Ables  
700 Main St.  
Kerrville, Texas 78028

VIA EMAIL: [sables700@gmail.com](mailto:sables700@gmail.com)  
[sables@ktc.com](mailto:sables@ktc.com)

Re: Jefferson County Attorney Pro Tem Appointment

Dear Judge Ables:

Enclosed for payment please find my invoices for fees and out-of-pocket expenses regarding my appointment as the Criminal District Attorney Pro Tem of Jefferson County. These invoices are related to work performed since I submitted my last interim invoices on November 1, 2016, through September 30, 2017. My fees during this period are \$14,052.50, and my out-of-pocket expenses are \$678.90, for a sum total of \$14,731.40.

After you approve payment, please forward same to the Jefferson County Auditor for processing. I understand his contact information to be:

Patrick Swain  
Jefferson County Auditor  
1149 Pearl St., 7th Floor  
Beaumont, Texas 77701  
409-835-8500  
[pswain@co.jefferson.tx.us](mailto:pswain@co.jefferson.tx.us)



Please contact me with any questions or if you require additional information.

Sincerely,

A handwritten signature in cursive script that reads "Josh Schaffer".

Josh Schaffer

JS/  
Enclosures

**Josh Schaffer, PLLC**

1021 Main, Suite 1440

Houston, TX 77002

713-951-9555

josh@joshschafferlaw.com

**Bill To:**

Patrick Swain  
 Jefferson County Auditor  
 1149 Pearl St., 7th Floor  
 Beaumont, Texas 77701

Invoice #: 139

Invoice Date: 11/1/2016

Due Date: 9/30/2017

Case:

Date	Description	Hours/Qty	Rate	Amount
11/1/2016	send Walker GJ testimony to defense counsel; research; email	0.5	175.00	87.50
11/15/2016	read abatement orders; email re appeal	0.3	175.00	52.50
11/20/2016	review proposed stipulation; email	0.15	175.00	26.25
11/28/2016	call w/ SCJC; prep	0.6	175.00	105.00
11/29/2016	travel; court	6	175.00	1,050.00
11/30/2016	review files at SCJC	3	175.00	525.00
12/1/2016	review files at SCJC	2	175.00	350.00
12/6/2016	call w/ court reporter; emails	0.3	175.00	52.50
12/8/2016	travel; conf w/ Ranger; review files; conf w/ defense counsel	7	175.00	1,225.00
12/16/2016	calls w/ Downey & Cogdell; email	0.5	175.00	87.50
1/31/2017	email	0.1	175.00	17.50
2/7/2017	emails; review records	0.4	175.00	70.00
2/8/2017	review motion	0.2	175.00	35.00
2/13/2017	prepare for hearing	1.55	175.00	271.25
2/14/2017	calls with Cogdell & Downey; prep	1.75	175.00	306.25
2/15/2017	travel; court	8.5	175.00	1,487.50
2/19/2017	draft order	0.4	175.00	70.00
2/21/2017	emails	0.2	175.00	35.00
2/22/2017	review opinions; emails; prep	1.5	175.00	262.50
2/23/2017	call w/ State Prosecuting Atty	0.35	175.00	61.25
3/1/2017	email	0.1	175.00	17.50
3/7/2017	email	0.1	175.00	17.50
3/8/2017	email	0.1	175.00	17.50
3/10/2017	conf w/ Akers	0.5	175.00	87.50
3/20/2017	motion; call CCA	1.9	175.00	332.50
3/21/2017	email	0.1	175.00	17.50
3/22/2017	call w/ Cogdell; emails	0.3	175.00	52.50

Total

Payments/Credits

Balance Due

Please make all checks payable to "Josh Schaffer, PLLC."

**Josh Schaffer, PLLC**

1021 Main, Suite 1440

Houston, TX 77002

713-951-9555

josh@joshschafferlaw.com

Invoice #: 139

Invoice Date: 11/1/2016

Due Date: 9/30/2017

Case:

**Bill To:**

Patrick Swain  
 Jefferson County Auditor  
 1149 Pearl St., 7th Floor  
 Beaumont, Texas 77701

Date	Description	Hours/Qty	Rate	Amount
3/24/2017	discovery compliance; conf w/ Cogdell & Akers	2.1	175.00	367.50
4/18/2017	conf w/ Cogdell & Akers	0.75	175.00	131.25
4/19/2017	emails; call w/ SCJC; call w/ JC	1.75	175.00	306.25
4/24/2017	PDRs	6.2	175.00	1,085.00
4/25/2017	call w/ Cogdell	0.1	175.00	17.50
4/26/2017	correspondence w/ CCA	0.25	175.00	43.75
4/28/2017	call w/ Cogdell	0.15	175.00	26.25
5/2/2017	review Walker statement	0.1	175.00	17.50
5/8/2017	email w/ Cogdell	0.1	175.00	17.50
5/24/2017	call w/ Cogdell	0.2	175.00	35.00
5/31/2017	review revised Walker statement; call w/ Cogdell	0.6	175.00	105.00
6/2/2017	review motions; email Cogdell	0.4	175.00	70.00
6/5/2017	conf w/ Downey; call w/ Cogdell	0.65	175.00	113.75
6/6/2017	call w/ Cogdell; conf call w/ Ables, Cogdell, Downey	0.7	175.00	122.50
6/7/2017	email ct rpt; prep	0.25	175.00	43.75
7/12/2017	emails w/ court staff	0.15	175.00	26.25
7/17/2017	call w/ Downey; emails w/ court staff; call w/ Akers	0.5	175.00	87.50
7/18/2017	email w/ court staff	0.1	175.00	17.50
7/25/2017	emails w/ Cogdell & court staff; conf w/ ADA Durfee	1.35	175.00	236.25
7/26/2017	emails w/ Cogdell & court staff; review CCA ruling on PDR	0.3	175.00	52.50
7/27/2017	emails w/ Cogdell & court staff; email w/ Rolater; review Walker mtns	1.6	175.00	280.00
7/28/2017	review & sign orders	0.2	175.00	35.00
8/1/2017	email w/ court staff	0.2	175.00	35.00
8/24/2017	prep; conf w/ Ranger; review Kolander exp. pet.	5.2	175.00	910.00
9/5/2017	emails re scheduling; call w/ Knauth	0.6	175.00	105.00

Total

Payments/Credits

Balance Due

Please make all checks payable to "Josh Schaffer, PLLC."

**Josh Schaffer, PLLC**

1021 Main, Suite 1440

Houston, TX 77002

713-951-9555

josh@joshschafferlaw.com

**Bill To:**

Patrick Swain  
 Jefferson County Auditor  
 1149 Pearl St., 7th Floor  
 Beaumont, Texas 77701

Invoice #: 139

Invoice Date: 11/1/2016

Due Date: 9/30/2017

Case:

Date	Description	Hours/Qty	Rate	Amount
9/6/2017	calls w/ Cogdell	0.35	175.00	61.25
9/7/2017	call w/ Ables & Cogdell	0.25	175.00	43.75
9/11/2017	call w/ court staff	0.3	175.00	52.50
9/12/2017	calls w/ Jeff. Co. DAO re GJ; call w/ county office; emails; answer expunction	1.75	175.00	306.25
9/13/2017	emails w/ court & lawyers	0.25	175.00	43.75
9/19/2017	conf w/ Cogdell; prep for GJ	4	175.00	700.00
9/20/2017	travel; conf w/ GJ; conf w/ court staff	7.75	175.00	1,356.25
9/21/2017	email re expunction	0.2	175.00	35.00
9/22/2017	review case materials	1.5	175.00	262.50
9/24/2017	prepare motions	0.75	175.00	131.25
9/25/2017	send motions; emails	0.3	175.00	52.50

**Total****\$14,052.50****Payments/Credits****\$0.00****Balance Due****\$14,052.50**

Please make all checks payable to "Josh Schaffer, PLLC."

*Approved*  
*Judge Sh B. Ables*  
*10/23/17*

11:10 PM

10/20/17

Accrual Basis

**Josh Schaffer, PLLC**  
**Advanced Case Cost Detail**  
**All Transactions**

Type	Date	Num	Memo	Debit	Credit	Balance
<b>Jefferson County Atty Pro Tem</b>						
Bill	10/06/2015	Supplies	copies (10-16-15)	3.00		3.00
Bill	03/01/2016	Supplies	copies (3-23-16)	22.40		25.40
Bill	03/01/2016	Supplies	copies (3-24-16)	22.40		47.80
Bill	03/01/2016	Support S...	secretary (3-24-16)	2.00		49.80
Bill	03/01/2016	Supplies	copies (3-24-16)	11.60		61.40
Bill	03/01/2016	Supplies	copies (3-29-16)	9.60		71.00
Bill	03/01/2016	Supplies	copies (3-30-16)	9.60		80.60
Bill	03/11/2016		hotel (4-6-16)	104.50		185.10
General Journal	03/24/2016	80	travel (3-23-16)	104.00		289.10
Bill	04/01/2016	Support S...	secretary (4-1-16)	11.50		300.60
Bill	04/01/2016	Support S...	secretary (4-13-16)	1.00		301.60
Bill	04/01/2016	Support S...	secretary (4-20-16)	1.50		303.10
Bill	04/01/2016	Support S...	secretary (4-28-16)	7.00		310.10
Bill	04/04/2016	Supplies	copies (4-5-16)	33.60		343.70
Bill	04/04/2016	Supplies	copies (4-13-16)	3.20		346.90
Bill	04/04/2016	Supplies	copies (4-19-16)	14.40		361.30
Bill	04/04/2016	Supplies	copies (4-20-16)	7.60		368.90
Bill	04/04/2016	Supplies	binder (4-20-16)	1.00		369.90
Bill	04/04/2016	Supplies	copies (4-25-16)	8.20		378.10
Bill	04/04/2016	Supplies	copies (4-26-16)	10.00		388.10
Bill	04/04/2016	Supplies	DVD (4-28-16)	1.00		389.10
General Journal	04/06/2016	83	travel (4-5 & 4-6)	104.00		493.10
General Journal	04/13/2016	86	travel (4-13-16)	104.00		597.10
Bill	04/15/2016		hotel (4-27-16)	107.35		704.45
Bill	04/18/2016	PACER	PACER (4-18-16)	17.40		721.85
General Journal	04/21/2016	87	travel (4-21-16)	104.00		825.85
General Journal	04/27/2016	88	travel (4-26 & 4-27)	104.00		929.85
General Journal	04/27/2016	88	food (4-27-16)	8.27		938.12
Bill	05/02/2016	Supplies	copies (5-4-16)	3.60		941.72
Bill	05/02/2016	Supplies	copies (5-10-16)	37.60		979.32
General Journal	05/04/2016	89	travel (5-4-16)	104.00		1,083.32
General Journal	05/11/2016	90	travel (5-10 & 5-11-16)	104.00		1,187.32
Bill	05/12/2016		hotel (5-11-16)	102.35		1,289.67
Bill	06/02/2016	Supplies	copies (6-28-16)	14.80		1,304.47
Bill	06/02/2016	Supplies	copies (6-29-16)	7.20		1,311.67
Bill	06/12/2016	Westlaw	Westlaw (6-12-16)	13.95		1,325.62
Bill	07/05/2016	Supplies	copies (7-7-16)	1.60		1,327.22
Bill	07/05/2016	Supplies	copies (7-31-16)	26.20		1,353.42
Bill	07/12/2016	Westlaw	Westlaw (7-12-16)	96.89		1,450.31
Bill	08/03/2016	Supplies	copies (8-4-16)	6.00		1,456.31
Bill	08/03/2016	Supplies	copies (8-5-16)	15.40		1,471.71
Bill	08/03/2016	Supplies	copies (8-14-16)	18.80		1,490.51
Bill	08/03/2016	Supplies	copies (8-24-16)	3.60		1,494.11
Bill	08/03/2016	Supplies	copies (8-30-16)	5.20		1,499.31
General Journal	08/15/2016	96	travel (8-15-16)	104.00		1,603.31
Bill	08/16/2016		food (8-15-16)	9.77		1,613.08
Bill	09/05/2016	Supplies	copies (9-5-16)	29.00		1,642.08
Bill	09/05/2016	Supplies	copies (9-7-16)	0.60		1,642.68
Bill	09/05/2016	Supplies	binders (9-8-16)	2.00		1,644.68
Bill	09/05/2016	Supplies	CD (9-6-16)	1.00		1,645.68
Bill	09/08/2016	Support S...	secretary (9-8-16)	5.00		1,650.68
Bill	09/12/2016	Westlaw	Westlaw (9-12-16)	16.89		1,667.57
Bill	09/14/2016		FedEx (9-15-16)	7.22		1,674.79
Bill	10/04/2016	Supplies	CDs (10-18-16)	6.00		1,680.79
Bill	10/04/2016	Supplies	copies (10-18-16)	38.80		1,719.59
Bill	10/04/2016	Supplies	copies (10-31-16)	1.60		1,721.19
Bill	10/04/2016	Supplies	copies (10-24-16)	13.20		1,734.39
Bill	10/04/2016	Supplies	copies (10-25-16)	1.20		1,735.59
Bill	10/04/2016	Supplies	copies (10-27-16)	4.00		1,739.59
Bill	10/17/2016	Westlaw	Westlaw (10-17-16)	45.08		1,784.67
Bill	10/17/2016	Support S...	secretary (10-18-16)	2.00		1,786.67
Bill	11/01/2016	Supplies	copies (11-1-16)	23.80		1,810.47
Bill	11/15/2016		food (11-29-16)	7.62		1,818.09
Bill	11/15/2016		parking (11-30-16)	2.60		1,820.59
General Journal	11/29/2016	108	travel (11-29-16)	104.00		1,924.59
Deposit	12/12/2016		legal cost recovery		1,786.67	137.92
Bill	02/01/2017	Supplies	copies (2-22-17)	6.40		144.32

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10/20/17

Accrual Basis

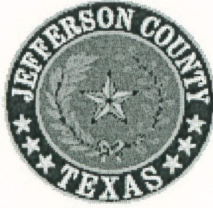
**Josh Schaffer, PLLC**  
**Advanced Case Cost Detail**  
**All Transactions**

Type	Date	Num	Memo	Debit	Credit	Balance
Bill	02/02/2017	Support S...	secretary (2-17-17)	1.00		145.32
Bill	02/10/2017		food (2-15-17)	5.19		150.51
General Journal	02/16/2017	114	travel (2-15-17)	104.00		254.51
Bill	03/01/2017	Supplies	copies (3-24-17)	6.20		260.71
Bill	04/05/2017	Supplies	copies (4-19-17)	4.80		265.51
Bill	04/05/2017	Supplies	copies (4-24-17)	13.60		279.11
Bill	04/05/2017	Supplies	copies (4-26-17)	136.00		415.11
Bill	05/08/2017	Supplies	copies (5-22-17)	0.60		415.71
Bill	06/12/2017		FedEx (6-7-17)	34.24		449.95
Bill	08/01/2017	Supplies	copies (8-24-17)	1.20		451.15
Bill	08/01/2017	Supplies	copies (8-25-17)	20.20		471.35
Bill	09/01/2017	Overhead	Westlaw	6.82		478.17
Bill	09/01/2017	Support S...	secretary (9-18-17)	6.00		484.17
Bill	09/11/2017	Supplies	copies (9-12-17)	23.40		507.57
Bill	09/11/2017	Supplies	copies (9-15-17)	26.60		534.17
Bill	09/11/2017	Supplies	copies (9-18-17)	3.20		537.37
Bill	09/11/2017	Supplies	blinder (9-18-17)	1.00		538.37
Bill	09/11/2017	Supplies	copies (9-19-17)	26.00		564.37
Bill	09/13/2017		lunch (9-20-17)	6.33		570.70
General Journal	09/21/2017	135	travel (9-20-17)	104.00		674.70
Bill	10/02/2017	Supplies	copies (10-20-17)	4.20		678.90
Total Jefferson County Atty Pro Tem				2,465.57	1,786.67	678.90
<b>TOTAL</b>				<b>2,465.57</b>	<b>1,786.67</b>	<b>678.90</b>

Approved  
10/23/17

Josh Schaffer





STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

§

**ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE  
DOW CHEMICAL COMPANY REINVESTMENT ZONE**

Pursuant to Section 312.402 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and The Dow Chemical Company (hereinafter sometimes referred to as "OWNER").

**1. RECITALS**

WHEREAS, OWNER possesses interests in taxable real property located within the Dow Chemical Reinvestment Zone, the designation of which was implemented by order of the Jefferson County Commissioners Court dated December 11, 2017 (hereinafter referred to as the "Reinvestment Zone."

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of new Nitrobenzene Unit, Modernization of Aniline Process and New multi-purpose office building facilities and related improvements, hereinafter referred to as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by order of the Jefferson County Commissioners Court, the legal description for which is attached hereto as Exhibit "C."

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:



## 2. AUTHORIZATION

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING THE Dow Chemical REINVESTMENT**

## 3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

### Contents

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise. ....2

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. Owner will, in consultation with the Jefferson County Appraisal District, provide the County with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the AGREEMENT. ....2

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. Owner will, in consultation with the



Jefferson County Appraisal District, provide the County with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the AGREEMENT.

“Base year”, for the parties to this agreement, is defined as the calendar year in which this AGREEMENT is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g., foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

“Completion” as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Full-time job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit



plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

#### 4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement shall begin on January 1, 2020 and shall terminate on December 31, 2026 unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2019, this AGREEMENT shall be null and void.

#### 5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on the Tax Abatement Schedule (EXHIBIT "A"), OWNER shall comply with the following:

a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the first quarter of 2021, maintain a level of not less than 60 ("retained") full-time jobs, using headcount as of December 31, 2018 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 60 full-time jobs for total on-site employment by owner during said term. In the event that such employment falls below 60 full-time jobs for total on-site employment, the Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s  
 A2 = revised Abatement \$s  
 E1 = 60 full-time jobs  
 E2 = revised employee count  
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$ 109,000,000;
- d. If, during the period of this AGREEMENT, any Federal or State law provides an additional tax exemption for the property that is already the subject of this AGREEMENT, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue



to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

- e. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- f. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- g. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
  - (i) "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine-county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.
  - (ii) OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
  - iii) OWNER agrees to provide bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held between OWNER and potential local bidders and suppliers of services and



materials. Owner agrees that it will provide sufficient notice and information regarding the project to qualified local contractors to enable them to submit bids for materials in the early procurement processes.

- h. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers in connection with the PROJECT;
- i. Owner will invoice purchases locally to ensure that sales tax is credited to the benefit of Jefferson County, Texas.
- j. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- k. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
  - (i) A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
  - (ii) A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
  - (iii) A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
  - (iv) Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:



l. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;

m. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;

n. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);

o. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

p. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub- contractors.

## 6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule".

The Abatement during each tax year covered by this Agreement shall be the excess of the taxable value of the Project on January 1<sup>st</sup> of each tax year over the Base Year Value, multiplied by the abatement percentage for each year, as set forth on the Tax Abatement Schedule.

## 7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(e) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information

which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT.

## **8. TAXABILITY**

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each year shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.



## **9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE**

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2017, (year abatement executed) as set forth on attached Exhibit "B", and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of Owner's abatement shall be made should any reduction to Taxable Value of Owner's Eligible Property result from a Force Majeure event.

In the event the Owner reduces its ad valorem taxes on personal property otherwise payable to the County by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson Central Appraisal District shall apply.

It is specifically understood and agreed by the owner that, if at any time during the effective dates of an agreement relating to abatement, the owner files or prosecutes an action to contest the appraised value of any property of the owner or owner's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by County to Owner or its affiliates shall become null and void and cancelled. Nothing in this agreement shall limit Owner's right to appeal or contest the fair market value appraisal of any property of the owner or owner's affiliates.

## **10. POLLUTION CONTROL EXEMPTION**

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. OWNER represents that the exempt value of such pollution control property will not exceed fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT. OWNER agrees that in the event the exempt value of such pollution control property exceeds fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT, the abated value will be reduced accordingly. It is understood and agreed that owner will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.



## 11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of sixty (60) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within sixty (60) days, then such party shall not be in default so long as such party has commenced such cure within sixty (60) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

## 12. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

## 13. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

## 14. SUCCESSORS AND ASSIGNS



This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

## 15. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

COMPANY:

The Dow Chemical Company  
Tax Department, TXINN APB  
332 SH 332 E  
Lake Jackson, TX 77566

Or:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a  
Copy to

The Dow Chemical Company  
Attn: Site Leader  
P.O. Box 4950  
Beaumont, TX 77704

COUNTY: Hon. Jeff R. Branick, County Judge  
Jefferson County Texas  
P.O. Box 4025  
Beaumont, Texas 77704  
(409) 835-8466  
(409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney  
Criminal District Attorney  
1149 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, Texas 77701  
(409) 835-8550  
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,  
First Assistant: Staff Attorney  
Jefferson County Courthouse

P. O. Box 4025,  
 Beaumont, Texas 77704  
 (409) 835-8466  
 (409) 839-2311 (facsimile)

#### 16. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

#### 17. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

#### 18. APPLICABLE LAW AND VENUE

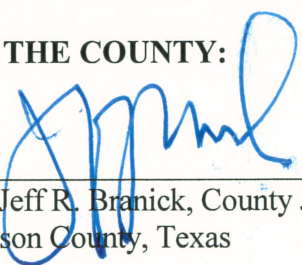
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

#### 19. SEVERABILITY

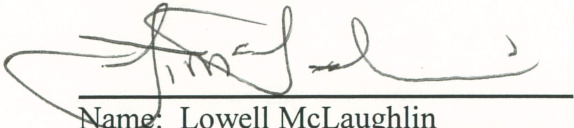
In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 11<sup>th</sup> day of Dec, 2017.

**FOR THE COUNTY:**

  
 Hon. Jeff R. Branick, County Judge  
 Jefferson County, Texas



**FOR THE COMPANY:**A handwritten signature in black ink, appearing to read 'Lowell McLaughlin', is written over a horizontal line.Name: Lowell McLaughlinTitle: State and Local Tax Director

**EXHIBIT A “Description of Project”**

The proposed project will encompass construction of new Nitrobenzene Unit, Modernization Aniline Process and New multi-purpose office building facilities with an investment of \$ 109,000,000 and Retention of 60 permanent employees.

**“Tax Abatement Schedule”**

<b>Tax Year</b>	<b>Abatement Percentage</b>
1. 2020	90 %
2. 2021	80 %
3. 2022	70 %
4. 2023	65%
5. 2024	55 %
6. 2025	30%

**EXHIBIT B “Base Year Property”**

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Central Appraisal District.



**EXHIBIT C – “Reinvestment Zone”**

”



**EXHIBIT D – “List of HUB/ DBE Companies”**

## Exhibit "E"

## Jefferson County Abatement Policy

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.

**EXHIBIT "F" - AFFILIATES OF OWNER**  
**(Owner is to verify that affiliates are known to the Jefferson Central Appraisal District)**



STATE OF TEXAS                   §         IN THE COMMISSIONERS COURT

COUNTY OF JEFFERSON          §         OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON  
COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE  
PURSUANT TO SEC 312. 401 OF THE TAX CODE  
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 27<sup>th</sup> day of November, 2017 on motion made by Everette Alfred, Commissioner of Precinct No 4, and seconded by Michael Shane Sinegal, Commissioner of Precinct No 3, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the Dow Chemical Reinvestment Zone facility in the Beaumont, TX ETJ as reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

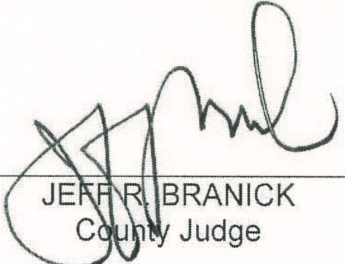
IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF  
JEFFERSON COUNTY, TEXAS

- Section 1. That the Commissioners Court hereby designates the property, P.O. Box 4950, Beaumont, TX (mailing purposes only), Jefferson County, Texas 77704, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone")
- Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas
- Section 4 That the Commissioners Court held a public hearing to consider this Order on the 27<sup>TH</sup> day of November, 2017.



- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

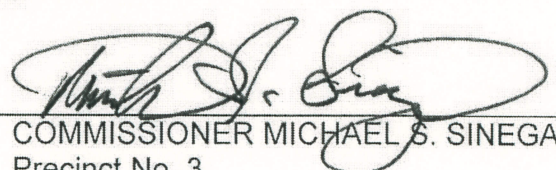
Signed this 27<sup>th</sup> day of November, 2017.



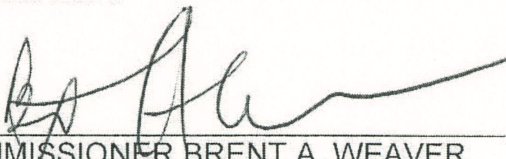
JEFF R. BRANICK  
County Judge

ABSENT

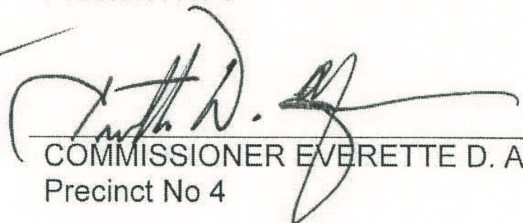
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3



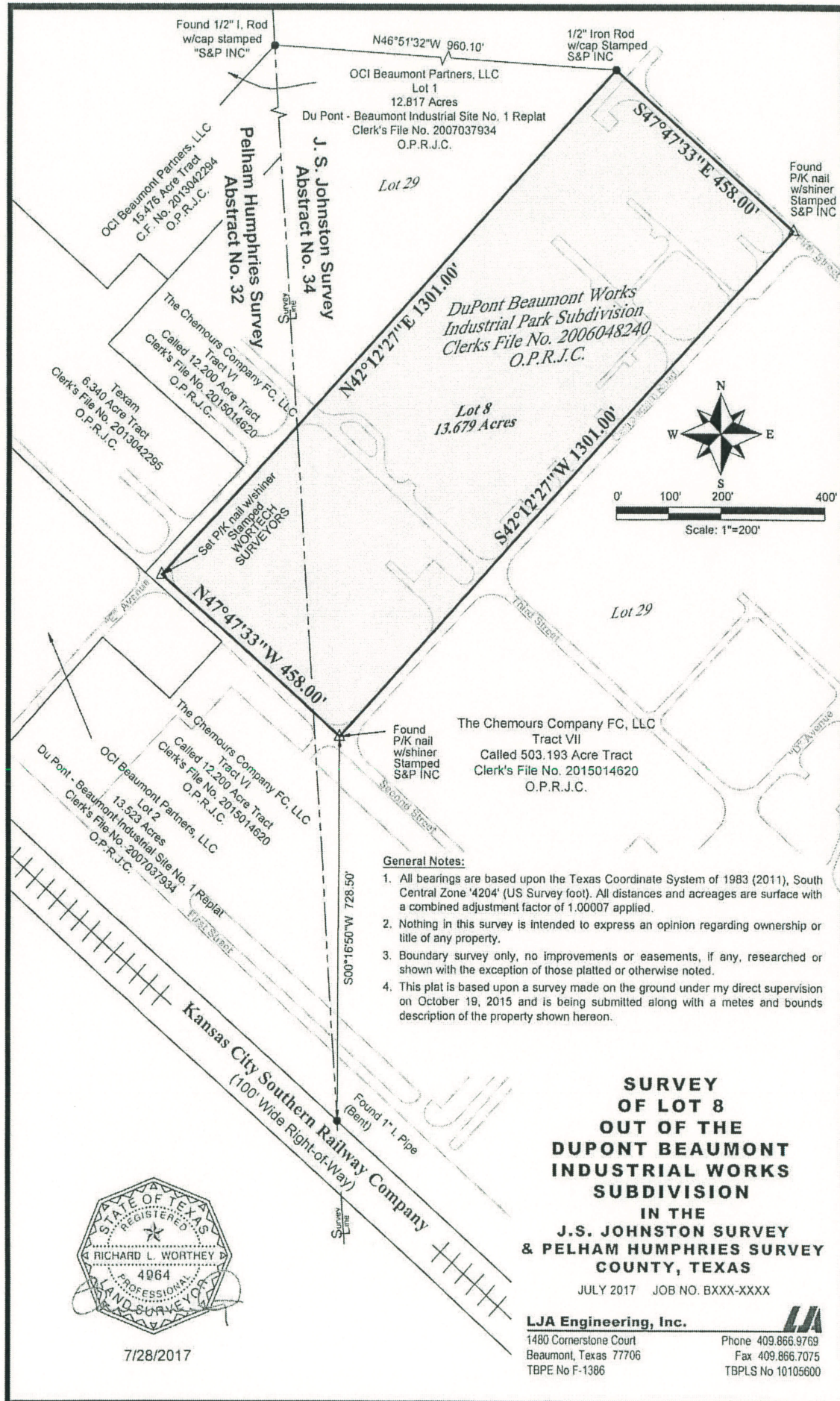
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2



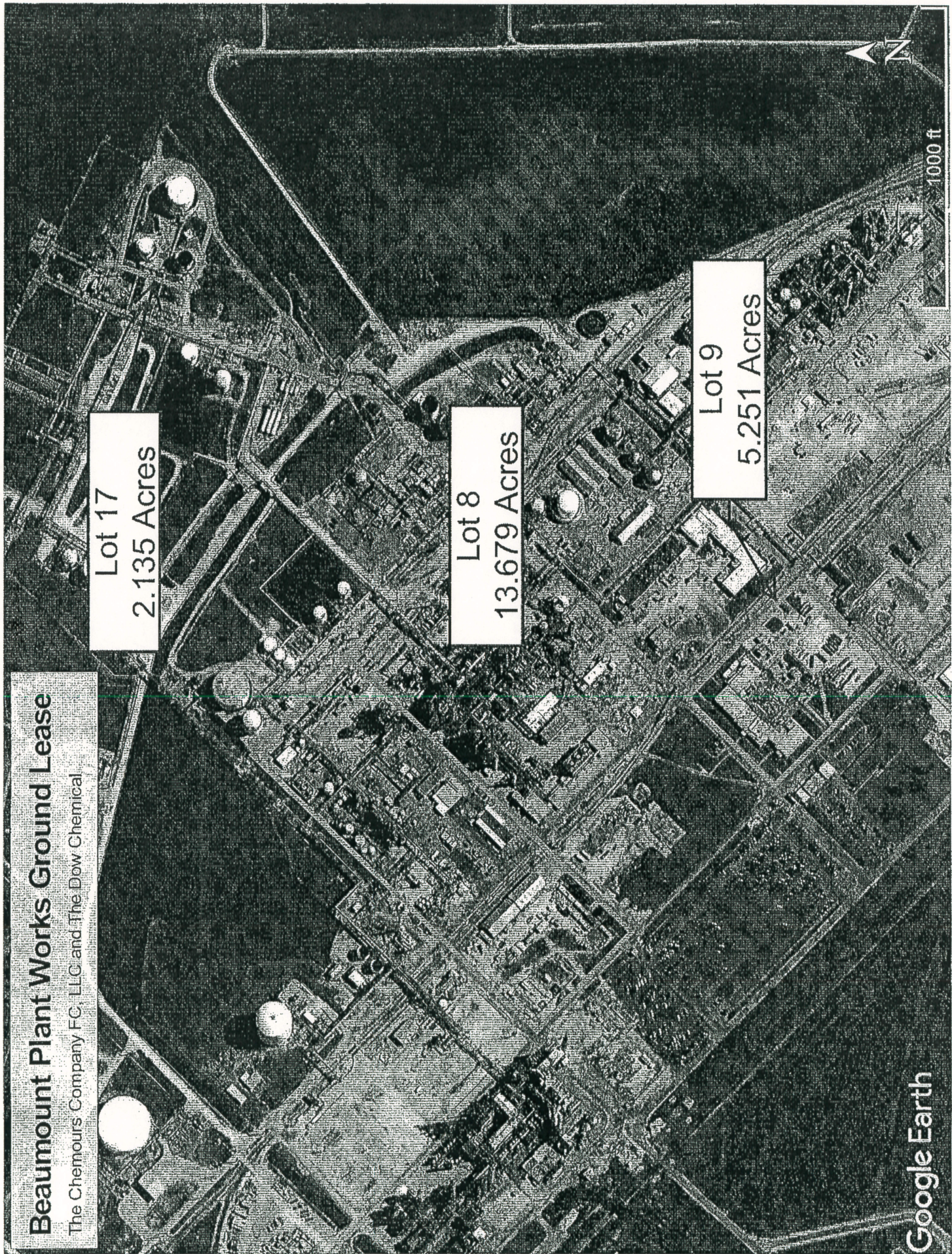
COMMISSIONER EVERETTE D. ALFRED  
Precinct No 4



EXHIBIT 'A'









FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



*Carolyn L. Guidry*

2016 Feb 29 12:34 PM Fee: \$ 170.00

**2016006279**

CAROLYN L. GUIDRY, COUNTY CLERK  
JEFFERSON COUNTY TEXAS

\*Electronically Recorded\*

THE STATE OF TEXAS           §  
   §           KNOW ALL BY THESE PRESENTS:  
 COUNTY OF JEFFERSON       §

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "Agreement"), dated as of January 1, 2016 (the "Effective Date"), is made by and among THE CHEMOURS COMPANY FC, LLC, a Delaware limited liability company ("Chemours"), as successor in interest to E.I. DU PONT DE NEMOURS AND COMPANY, a Delaware corporation ("DuPont"), LUCITE INTERNATIONAL, INC., a Missouri corporation ("Lucite"), and THE DOW CHEMICAL COMPANY, a Delaware corporation ("Dow"). Each of Chemours, Lucite and Dow is sometimes referred to herein as a "Party." More than one Party is sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, as of December 23, 1991, DuPont was the owner of a tract of land situated in the County of Jefferson, State of Texas, commonly known as the Beaumont Complex Plant Works at 5470 North Twin City Highway, Nederland, TX 77627, and being more particularly shown on the map attached hereto as Exhibit A and made a part hereof (the "Beaumont Complex"); and

WHEREAS, in 1993, ICI Acryllcs Inc., predecessor in interest to Lucite, leased a portion of the Beaumont Complex from DuPont pursuant to that certain Ground Lease dated July 1, 1993, and filed with the Official Records of Real Property of Jefferson County, Texas (the "Official Records of Real Property") at Instrument No. 9324399, as amended and restated by that certain First Amended and Restated Ground Lease dated as of July 22, 1994 and filed with the Official Records of Real Property at Instrument No. 2000000053 (collectively, the "ICI Lease"); and

WHEREAS, in 2005, Lucite leased a portion of the Beaumont Complex from DuPont (the "Lucite Parcel") pursuant to that certain Lease, dated as of September 15, 2005, as amended from time to time, with a Memorandum of Ground Lease recorded in the Official Records of Real Property as Instrument No. 2005037284, a First Amendment to Memorandum of Ground Lease dated as of March 30, 2007 and recorded in the Official Records of Real Property as Instrument No. 2007012439, a Second Amendment to Memorandum of Ground Lease dated as of December 20, 2013 and recorded in the Official Records of Real Property as Instrument No. 2013042293 and a Third Amendment to Memorandum of Ground Lease dated as of the date hereof which will also be recorded in the Official Records of Real Property (as the same and may hereafter be amended and together with the ICI Lease, collectively, the "Lucite Lease"); and



WHEREAS, in 2007, DuPont conveyed to Lucite certain services infrastructure located throughout the Beaumont Complex, including, without limitation, those assets listed on Exhibit B attached hereto and incorporated herein by reference (collectively, the "Site Services Infrastructure") which Lucite uses to provide site services to itself, Chemours and other site users at the Beaumont Complex; and

WHEREAS, on April 28, 2015, DuPont conveyed all of its remaining property and interest in the Beaumont Complex to Chemours, pursuant to a deed filed in the Official Records of Real Property as Instrument No. 2015014620, Correctional Deed, and being more particularly shown and described on Exhibit A-1, attached hereto and made a part hereof ("Chemours Parcel"); and

WHEREAS, Chemours operates an aniline plant (the "Aniline Facility") on approximately 21,065 acres of land on the Chemours Parcel, as shown on the map attached hereto as Exhibit C, upon which Chemours from time to time may own, operate, maintain, repair, replace, renovate or construct certain improvements for the operation of the Aniline Facility; and

WHEREAS, Chemours entered into an Asset Purchase Agreement, dated as of November 19, 2015, by and between Chemours and Dow, in connection with which Chemours intends to enter into a ninety-nine (99) year ground lease and easement agreement with Dow (the "Lease"), pursuant to which Chemours will lease Dow the real property associated with the Aniline Facility as described and depicted in Exhibit D (the "Aniline Land"); and

WHEREAS, the Parties recognize that in order for them to continue operation of their respective businesses on the Beaumont Complex compatibly and without undue interference by any Party upon the other, it is necessary to establish certain easements and covenants on and over certain portions of the Beaumont Complex.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Chemours, Lucite and Dow, in consideration of One Dollar (\$1.00) and other good and valuable consideration, hereby covenant and agree as follows:

1. Easements.

a. Easements Granted by Chemours. Chemours hereby grants to Lucite the following easements (collectively, the "Lucite Easements");

(i) Non-Exclusive Access to the Aniline Land. A perpetual, nonexclusive easement, right and privilege over, upon, across and through the portions of the Aniline Land reasonably necessary for the purpose of operating, maintaining, repairing, removing, upgrading, replacing and inspecting the Site Services Infrastructure owned by Lucite and required for Lucite to provide site services to itself, to Chemours, to Dow and to all other service users of the Beaumont Complex. This easement shall also include rights of vehicular and pedestrian ingress and egress over and within the portions of the Aniline Land as reasonably necessary to exercise its rights under any of the Lucite Easements granted hereby.



(ii) Roadways on Aniline Land. A perpetual, nonexclusive easement, right and privilege to access and use existing roadways located on the Aniline Land (i.e., 3<sup>rd</sup> Street, 5<sup>th</sup> Street and Caprolactam Road and excluding any internal roads that run through the Aniline Facility) reasonably necessary for the purpose of operating, maintaining, repairing, upgrading, replacing and inspecting such roadways.

(iii) Utility/Raw Material Services Across Aniline Land. A perpetual, nonexclusive easement, right and privilege over, under, upon, across and through the portions of the Aniline Land reasonably necessary for the purpose of constructing, installing, operating, maintaining, repairing, inspecting and replacing (i) various pipelines and canals owned by Lucite for the distribution of utility services and for the delivery of raw materials and other services, including, without limitation, those pipelines referenced on Exhibit B attached hereto and (ii) the associated ancillary facilities required by any of the service users for the operation of their respective businesses.

(iv) Stormwater/Wastewater Drainage Across Aniline Land. A perpetual, nonexclusive easement, right and privilege over, under, upon, across and through the Aniline Land reasonably necessary for the purpose of the operation, maintenance, inspection, repair and replacement of the stormwater drainage system (including any associated piping, equipment or facilities) owned by Lucite and the wastewater drainage system (including any associated piping, equipment or facilities) owned by Lucite located thereon and required by Lucite, Chemours and other service users for the operation of their respective businesses.

(v) SAFER System/Communication Equipment on Aniline Land. A perpetual, nonexclusive easement, right and privilege over, under, upon, across and through the Aniline Land, including access to the building now commonly known as "Building #7," reasonably necessary for the purpose of using, operating, maintaining, repairing, removing, upgrading, replacing and inspecting (a) the system commonly known as the "SAFER" system and (b) Lucite's communications and security equipment (including the phone closets and wiring, network communications, site security and camera systems, and the red phone and yellow phone systems).

(vi) Fresh Water Canals on Entire Chemours Parcel. A perpetual, exclusive easement, right and privilege, the right in and use of, including the right to maintain and operate and the exclusive right to withdraw water from all existing fresh water canals located on the Chemours Parcel (including the Aniline Land) and including that existing canal across the Kansas City Southern Railway Company railroad right of way described in the Crossing Easement between The Kansas City Southern Railway Company and DuPont acknowledged October 22, 1952, recorded in the Official Records of Real Property in volume 879, page 438.



(vii) Railroads on Entire Chemours Parcel. A perpetual, exclusive easement, right and privilege, over, under, upon, across and through the Aniline Land, where Lucite's railroad lines are currently located reasonably necessary for the purpose of using, operating, maintaining, repairing, removing, upgrading, replacing and inspecting such existing railroad lines, rail spur and related facilities.

b. Easements Reserved and Granted by Chemours and Consented to by Lucite. Chemours hereby reserves unto itself and grants and conveys to Dow, and Lucite hereby acknowledges, accepts and agrees to such reservation, grant and conveyance, commencing on the effective date of the Lease through the earlier of the expiration or earlier termination of the Lease, the following easement on, over, across, under and through the Lucite Parcel (collectively, the "Chemours Easement");

(i) Electrical Services. A perpetual, nonexclusive easement, right and privilege over, upon, across and through the portions of the Lucite Parcel reasonably necessary for the purpose of installing, operating, maintaining, repairing, inspecting and replacing electrical transmission poles and lines located thereon which provide electrical power from any or all electrical substations (currently owned by Entergy Corporation (formerly Gulf States Utilities)) located within the Beaumont Complex to Lucite and other electricity users in the Beaumont Complex for the operation of their respective businesses.

c. Limitation and Lucite Covenants. Notwithstanding any provisions of this Agreement to the contrary, Lucite further agrees as follows:

(i) Lucite's rights under the Lucite Easements granted hereby are subject in all respects to any rights of third parties in or to the Aniline Land existing as of the date hereof.

(ii) The exercise of any rights by Lucite pursuant to this Agreement shall be conducted in a manner that (A) complies with the site security and safety procedures adopted by Chemours and/or Dow with respect to the applicable portion of the Aniline Land from time to time and (B) does not interfere in any material respect with Chemours' ownership of the Aniline Land, Dow's leasehold interest in the Aniline Land, Chemours' or Dow's use of the Aniline Land, or the operation of their respective businesses thereon.

d. Limitation and Chemours and Dow Covenants. Notwithstanding any provisions of this Agreement to the contrary, Chemours and Dow further agree as follows:

(i) Chemours' and Dow's rights under the Chemours Easement granted hereby are subject in all respects to any rights of third parties in or to the Lucite Parcel existing as of the date hereof.



(ii) The exercise of any rights by Chemours or Dow pursuant to this Agreement shall be conducted in a manner that (A) complies with the site security and safety procedures adopted by Lucite with respect to the Lucite Parcel from time to time and (B) does not interfere in any material respect with Lucite's ownership and use of the Lucite Parcel and the operation of its business thereon.

(iii) Chemours and Dow agree that the Lease will be subordinate and subject to the Lucite Easements granted herein.

e. Chemours Release of any Ownership Claim. Chemours hereby agrees to unconditionally release and waive any claim of ownership to any of the assets relating to or used in connection with the Lucite Easements above, including, without limitation, the Site Services Infrastructure, main plant roads and canals. Chemours separately acknowledges and agrees that the railroads on the Beaumont Complex, including, without limitation, the west marshalling yards and the "S" curve rail line (collectively, the "Railroads"), were sold by Chemours to Lucite and no other party has any ownership interest in such Railroads and Chemours unconditionally releases and waives any claim of ownership in such Railroads.

## 2. Aniline Appurtenant Easement Rights.

a. Easements Granted by Chemours and Lucite. Chemours hereby grants and conveys to Dow, and Lucite hereby acknowledges, accepts and agrees to such grant and conveyance, the following rights as appurtenances to the Aniline Land (collectively, the "Aniline Appurtenant Easement Rights") and, together with the Lucite Easements and the Chemours Easement, the "Easements"):

(i) Dow Access Easements. Nonexclusive, appurtenant easement rights commencing on the effective date of the Lease through the earlier of the expiration or earlier termination of the Lease upon, over and across all roads on the Lucite Parcel and those portions of the Chemours Parcel located outside of the boundaries of the Aniline Land which are reasonably necessary to provide Dow ingress, egress and regress to the Aniline Land for the ownership and operation of its business thereon, including and not limited to Lucite's general parking lot and Dow's sulfuric acid pumps, sulfuric acid lines, deepwells, deepwell piping, and aniline and ammonia tank and dock lines and related pipe bridges and supports.

(ii) Utility/Raw Material Easements. Nonexclusive, appurtenant easement rights commencing on the effective date of the Lease through the earlier of the expiration or earlier termination of the Lease, over the Lucite Parcel and those portions of the Chemours Parcel located outside of the boundaries of the Aniline Land which are reasonably necessary to continue to receive the existing utility services supplied to the Aniline Facility, including, but not limited to, the aniline pipeline and the existing pipelines providing caustic soda, hydrogen and benzene to the Aniline Facility.



(iii) Site Service Easements. A nonexclusive, appurtenant easement commencing on the effective date of the Lease through the earlier of the expiration or earlier termination of the Lease, over the Lucite Parcel and those portions of the Chemours Parcel located outside of the boundaries of the Aniline Land for the operation, maintenance, repair, removal, upgrade, replacement and inspection of those service assets as described on Exhibit E attached hereto (collectively, the "Aniline Assets") which are necessary to exercise or caused to be exercised all rights granted to or obligations imposed on Dow, as assignee from Chemours, of that certain Second Amended and Restated Leasehold Services Agreement dated as of March 30, 2007 between Lucite and Chemours, as amended by the Amendment to Second Amended and Restated Leasehold Services Agreement dated as of December 20, 2013 and the Second Amendment to Second Amended and Restated Leasehold Services Agreement dated as of the date hereof (the "Services Agreement").

b. Limitation and Dow's Covenants.

(i) Dow's rights under the Aniline Appurtenant Easement Rights granted hereby are subject in all respects to any rights of third parties in or to the Lucite Parcel existing as of the date hereof.

(ii) The exercise of any rights by Dow pursuant to this Section 2 shall be conducted in a manner that (A) complies with the site security and safety procedures adopted by Lucite with respect to the Lucite Parcel from time to time and (B) does not interfere in any material respect with Lucite's ownership and use of the Lucite Parcel and the operation of its business thereon.

3. Further Assurances.

a. To the extent the exact location of any Easements have not been determined as of the date hereof, the Parties agree such locations shall be determined by them in cooperation, acting in good faith and taking into consideration the needs or requests of Lucite and/or Dow, as applicable, so as (i) to afford Lucite and/or Dow the practical benefits of the Easements granted herein and (ii) to avoid any disruption or interference with the operation of Lucite's, Chemours' and Dow's businesses,

b. Chemours, Dow and Lucite agree that, in establishing the location of the Easements, the same shall be located in such a manner as to provide the most reasonably cost effective routes, rights of way and easements for their intended purpose, subject to and taking into account, in all respects, the Aniline Facility site conditions, Lucite's site conditions on the Lucite Parcel, any remediation activities, the operations of the various Parties at the Aniline Facility (including Dow, Lucite and Chemours), Lucite's operations of its facilities and provision of site services on the Beaumont Complex, any future plans for the Aniline Facility site or the Lucite Parcel and any other legitimate business needs of the Parties hereto or other concerns regarding the Aniline Facility or Lucite's facilities, including health, safety and environmental concerns or added cost or expense to Chemours, Dow or Lucite in providing the same.



c. Chemours, Lucite and Dow agree that the Easements are intended to include all easements and rights of way reasonably necessary (i) for Lucite to operate, maintain, repair, upgrade, replace and inspect the Lucite owned Site Services Infrastructure and to provide site services to itself, to Chemours and to other service users at the Beaumont Complex and for Lucite to use and operate its facilities on the Lucite Parcel; (ii) for Chemours to operate, maintain, repair, upgrade, replace and inspect the electrical grid for the Chemours Parcel (including the Lucite Parcel and the Aniline Land) and to provide electrical service to itself, to Lucite and to any other tenant; (iii) for Dow to operate, maintain, repair, upgrade, replace and inspect all existing pipelines and other existing facilities owned by Dow necessary to provide site services to itself, to Chemours, to Lucite and to other service users at the Beaumont Complex in accordance with the Services Agreement and for Dow to use and operate the Aniline Facility. The Parties agree that in the event that the Easements granted above do not include all of the rights necessary to achieve the purpose set forth in this Section 3(c), the Parties shall cooperate in good faith to identify, grant and appropriately document any additional necessary easement rights.

4. Relocation of Easements.

a. Relocation. Chemours, Lucite and Dow shall, each at its sole cost and expense, have the right to relocate any of the Easements located on the Aniline Land and granted pursuant to this Agreement in accordance with this Section 4.

b. Conditions to Relocation. Any relocation of any Easement pursuant to this Section 4 shall be subject to the following terms and conditions:

(i) No relocation may be made without the prior written consent of the Party to whose parcel (whether owned or leased) the applicable Easement is appurtenant when such relocation would materially adversely affect the operation of that Party's facility or business.

(ii) Lucite shall not, without the prior written consent of Chemours and Dow, relocate, modify or eliminate any roads which constitute or are a part of the Aniline Appurtenant Easement Rights if the effect of such relocation, modification or elimination would be to deprive Chemours, Dow, their contractors or invitees of access to the parcel upon which they conduct their business.

(iii) Neither Lucite nor Chemours shall relocate any Easements granted pursuant to Sections 1(a) and 1(b) hereof without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned; it being agreed that such relocation shall not (A) result in any disruption of the Party's business; or (B) increase the costs of (1) operating and maintaining the equipment or facilities which are the subject of such Easement; or (2) operating and administering any Party's business generally, in either case, other than to a de minimis extent. Anything to the contrary provided in this Section 4 notwithstanding, each Party shall, at its sole expense, have the right,



without the prior consent of the other (but with advance written notice to such Party), to relocate any easement with respect to the first Party's parcel if such relocation is required by applicable law.

(iv) Upon written request by any Party to relocate any Easement in accordance with this Section 4, all Parties shall promptly execute, acknowledge, and deliver an amendment to this Agreement effecting such relocation,

(v) Any dispute arising with respect to the relocation of any Easement pursuant to this Section 4 shall be resolved pursuant to the dispute resolution provisions in Section 8 of this Agreement.

#### 5. Indemnification Obligations Relating to Easements.

a. Indemnification by Parties. Each Party hereto, including its successors, purchasers, lessees, and permitted assigns, shall be subject to this Agreement (the "Indemnifying Party") and shall defend, indemnify and hold harmless any other Party (the "Indemnified Party") from and against any loss, liability (including settlements, judgments, fines and penalties) or costs (including reasonable attorneys' fees, court costs and other litigation expenses) relating to any action, suit or proceeding (whether civil, criminal, administrative, arbitral, investigative or otherwise) against the Indemnified Party (including by any governmental agency) (a "Claim", or collectively, "Claims") in connection with this Agreement to the extent that any such Claim (i) arises from the negligence, willful misconduct or breach of this Agreement by the Indemnifying Party, its contractors and/or invitees; or (ii) is for injury or death of any person (including employees of any Party, to the extent caused by the Indemnifying Party, its contractors and/or invitees); (iii) is for loss of or damage to any property (including property of the employees of any Party, to the extent caused by the Indemnifying Party, its contractors and/or invitees); or (iv) is for environmental impairment or contamination, to the extent resulting from the acts or omissions (including breach of contract) of the Indemnifying Party, its contractors and/or invitees. The Indemnifying Party shall indemnify the Indemnified Party from any costs incurred in connection with enforcing this Section 5.

b. Contribution. If any claim (whether brought against one or more Parties) entitles any such Party to indemnification from the other(s) under this Section 5, then the Parties shall allocate among themselves any loss, liability or costs relating to such claim according to each Party's relative share of liability. Contributory negligence, or any analogous principle, shall not be a defense to any such allocation of loss, liability or costs.

c. Limitation of Liability. No Party shall be liable to any other Party for any indirect, incidental, special, consequential or punitive damages arising from any indemnification obligation under this Section 5.

6. Insurance. Each Party agrees that until it has terminated its rights under this Agreement, such Party shall maintain insurance, the limits of which shall be set forth in a separate agreement among the Parties hereto.



7. Sale of Chemours' Aniline Plant to Dow

a. Dow's Operation of the Aniline Facility. The Lucite Lease was drafted with the understanding and expectation that Chemours would be the operator of the Aniline Facility. Chemours now desires to sell, lease, assign or otherwise transfer the Aniline Facility assets to Dow but will retain ownership of the land where the Aniline Facility is located. To the extent Chemours has obligations under the Lucite Lease regarding the Aniline Facility, including, without limitation, the standards of operation at the Aniline Facility, compliance with Environmental Laws (as defined in the Lucite Lease) in the operation of the Aniline Facility, storage and disposal of Hazardous Substances (as defined in the Lucite Lease), immediate notice of any unauthorized Release (as defined in the Lucite Lease) of any Hazardous Substance on the Lucite Parcel, meetings regarding management of any post-Release cleanup, and requirements for maintenance of a service agreement for perimeter security, Dow agrees to be bound to Lucite by all of such terms in every respect as if the Lucite Lease were between Dow and Lucite.

b. Dow's Environmental Indemnification Obligation for Operation of the Aniline Facility. Dow agrees to indemnify, release, defend and hold harmless Lucite, its affiliates and any of their officers, directors, employees and agents from and against all Environmental Claim(s) and/or Losses (as such terms are defined in the Lucite Lease) which arise, or are alleged to arise, from or in connection with:

(i) Any Release (as defined in the Lucite Lease) by Dow or their employees, agents or contractors of a Hazardous Substance onto, off of, near, under, at or otherwise affecting or impacting the Lucite Parcel;

(ii) Any non-compliance with any applicable Environmental Law by Dow or its employees, agents or contractors relating to or impacting the Lucite Parcel on or after the Effective Date in connection with the operation of the Aniline Facility or other Dow activities affecting the Lucite Parcel on or after the Effective Date (for purposes of clarification only, and without limiting the foregoing, Dow shall not be responsible for any non-compliance with applicable Environmental Law arising as a result of any condition existing on the Aniline Land prior to the Effective Date); and

(iii) The generation, manufacture, refining, transportation, treatment, storage or handling by Dow or its employees, agents or contractors of any Hazardous Substance at, or impacting, the Lucite Parcel on or after the Effective Date in connection with the operation of the Aniline Facility or other Dow activities affecting the Lucite Parcel on or after the Effective Date.

c. Lucite's Environmental Indemnification Obligation for Operation of the Lucite Facility. Lucite agrees to indemnify, release, defend and hold harmless Dow, its affiliates and any of their officers, directors, employees and agents from and against all Environmental Claims and/or Losses which arise, or are alleged to arise, from or in connection with:



(i) Any Release by Lucite or its employees, agents or contractors of a Hazardous Substance onto, off of, near, under, at or otherwise affecting or impacting the Aniline Land;

(ii) Any non-compliance with any applicable Environmental Law by Lucite or its employees, agents or contractors relating to or impacting the Aniline Land arising in connection with Lucite's presence, activities or operations on the Lucite Parcel, provided, that Lucite shall not be responsible for any non-compliance with applicable Environmental Law arising as a result of the presence of Pre-Existing Conditions (as defined in the Lucite Lease) on the Lucite Parcel;

(iii) The generation, manufacture, refining, transportation, treatment, storage or handling by Lucite or its employees, agents or contractors of any Hazardous Substance at, or impacting, the Aniline Land on or after the Effective Date in connection with the operation of the Lucite's facilities or other Lucite activities affecting the Aniline Land on or after the Effective Date.

d. Dow's Non-Environmental Indemnification. Except as otherwise provided in any services agreement between Lucite and Dow, Dow agrees to defend, indemnify and hold harmless Lucite, its affiliates and any of their officers, directors, employees and agents from and against any and all Losses (as defined in the Lucite Lease) which (a) are solely and directly or indirectly caused by the negligence or willful misconduct on or after the Effective Date of Dow or its agents, employees, subcontractors, licensees or invitees or arising from the performance (or nonperformance) of Dow's obligations under Section 7(a) of this Agreement on or after the Effective Date, including any failure to comply with any pertinent Law; or (b) are caused jointly by any such negligence or willful misconduct by Dow and its agents, employees or subcontractors, licensees or invitees on and after the Effective Date and any negligence or willful misconduct by any third party or parties acting by, through or under Dow on or after the Effective Date. For purposes of Dow's indemnification obligations herein, the term "Losses" shall include any strict liability and other liability without fault, however named, asserted against Lucite.

e. Lucite's Non-Environmental Indemnification. Except as otherwise provided in any services agreement between Lucite and Dow, Lucite agrees to defend, indemnify and hold harmless Dow, its affiliates and any of their officers, directors, employees and agents, from and against any and all Losses which (a) are solely and directly or indirectly caused by the negligence or willful misconduct on or after the Effective Date of Lucite or its agents, employees, subcontractors, licensees or invitees or arising from the performance (or non-performance) of Lucite's obligations under this Agreement on or after the Effective Date or (b) are caused jointly by any such negligence or willful misconduct by Lucite and its agents, employees, subcontractors, licensees or invitees on or after the Effective Date and any negligence or willful misconduct by any third party or parties acting by, through or under Lucite on and after the Effective Date. For purposes of Lucite's indemnification obligation herein, the term "Losses" shall include any strict liability and other liability without fault, however named, asserted against Dow.



e. Limitation of Liability. Neither Lucite nor Dow shall be liable to the other for any indirect, incidental, special, consequential or punitive damages arising from any indemnification obligation under this Section 7.

f. No Release. Chemours agrees that nothing herein shall be deemed to release Chemours from any of its obligations under the Lucite Lease.

8. Dispute Resolution/Remedies

a. Meetings Between or Among the Parties. Pursuant to the terms of this Agreement, in the event of any claim or controversy under this Agreement, the Parties agree that within ten (10) business days after notification thereof an authorized representative of each Party involved in the claim or controversy shall meet to resolve such claim or controversy. If, within fifteen (15) business days after the date of the first meeting of the authorized representatives, the Parties involved in the claim or controversy have not agreed to a resolution, then the issue shall be determined in the manner set forth in Section 8(b) below.

b. Reference to Courts. Should the Parties fail to resolve the dispute pursuant to Section 8(a), then each of the Parties hereby consents exclusively to the jurisdiction and venue of the state and federal courts located in Jefferson County, Texas for all purposes in connection with any action or proceeding that arises from or relates to this Agreement and agrees not to initiate any proceeding in any other jurisdiction, court or tribunal except as provided under Section 8(c). Each Party hereby waives any objection it might have to personal jurisdiction of any such court and waives any rights it may have to personal service of summons, complaint, or other process in connection therewith.

c. Preliminary Injunction Relief. Nothing in Sections 8(a) or 8(b) shall prohibit a Party from commencing, prior to twenty five (25) business days following the dispute notice, an appropriate action in the state or federal courts located in Jefferson County, Texas (or if the state or federal courts located in Jefferson County, Texas do not have jurisdiction in a court of appropriate jurisdiction wherever located) to seek preliminary injunction relief to prevent irreparable harm that is occurring or imminent.

d. Exclusive Remedies. Subject to Section 8(c) above, the Parties agree that their exclusive remedy with respect to any claims against each other relating to this Agreement shall be pursuant to the indemnification provisions set forth in this Agreement.

9. Miscellaneous

a. Grants Run with the Land.

(i) Easements. The Easements established by this Agreement shall constitute a servitude on the property of the grantor thereof and, shall (A) be an appurtenance to the property of the grantee, (B) survive the total or partial destruction of the subject matter of such grant, and (C) run with the land.



(ii) Covenants. It is intended that each and all of the promises and agreements in this Agreement to be performed by any Party (including any tenant or any other person or entity which has acquired an interest in the Chemours Parcel, the Aniline Land or the Lucite Parcel), whether affirmative or negative in nature, shall be construed as covenants and not as conditions. To the fullest extent legally possible, all such covenants shall bind the Party making such covenant and run with the land owned or leased by such Party and shall benefit the Party in whose favor the covenant has been made and the land owned or leased by such Party.

b. Compliance with Laws. Each Party and any other person or entity which has acquired an interest in the Chemours Parcel, the Aniline Land or the Lucite Parcel shall exercise the rights and privileges granted to such party by this Agreement and shall conduct all activities with respect thereto in material compliance with all applicable laws, including, without limitation, environmental laws.

c. Real Estate Taxes. Except as otherwise agreed by the Parties in writing, each Party or any other person or entity which has acquired an interest in the Chemours Parcel, the Aniline Land or the Lucite Parcel shall pay, prior to delinquency, all real estate taxes assessed with respect to (i) the parcel(s) owned, leased or occupied by such party and (ii) any improvements thereon that are owned by such party, including, without limitation, any improvements owned by such party that are constructed in any easement area created by this Agreement for the purpose of exercise of any rights by such party with respect to such easement. The obligations of each Party pursuant to this Section 9(c) shall be subject to the right of any Party to contest in good faith the validity or amount of real estate taxes assessed against its applicable parcel or parcels.

d. Amendment. No amendment, termination or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and executed by each of Chemours, Lucite, Dow and any other person or entity which has acquired an interest in the Chemours Parcel, the Aniline Land or the Lucite Parcel.

e. Notices, Etc. All notices and other communications provided for hereunder shall be in writing and shall be delivered to the appropriate Party at the address set forth in this Section 9(e) (subject to change from time to time by written notice to all other Parties to this Agreement). All such notices and other communications shall be considered as properly given if delivered personally (including via nationally recognized overnight courier) or sent by first class United States Postal Service mail, postage prepaid, except that any notice of a default hereunder shall be sent by certified mail, return receipt requested, or by Overnight Express Mail or by overnight commercial courier service by a nationally recognized overnight courier, charges prepaid. Notices and other communications so sent shall be effective three (3) days after mailing, if mailed by first class mail, and otherwise upon receipt; provided, however, that non-receipt of any notice or other communication as the result of either (i) any change of address of which the sending Party was not notified, or (ii) a refusal to accept delivery, shall be deemed receipt of such notice or other communication. For purposes of notice, the address of the Parties shall be:



Chemours:

The Chemours Company FC, LLC  
 Real Estate Department  
 1007 Market Street  
 Wilmington DE 19899

Lucite:

Lucite International, Inc.  
 6350 North Twin City Hwy  
 Nederland, TX 77627  
 Attention: Beaumont Site Manager

With a copy to:

Lucite International, Inc.  
 7275 Goodlett Farms Parkway  
 Cordova, TN 38076  
 Attention: Assistant General Counsel

Dow:

The Dow Chemical Company  
 2030 Dow Center  
 Midland, Michigan 48647  
 Attention: Executive Vice President and General Counsel

with a copy to:

Mayer Brown LLP  
 71 South Wacker Drive  
 Chicago, Illinois 60606  
 Attention: Marc F. Sperber

f. Easement Binding on Successors. All covenants, terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto (including any tenant or any other person or entity which has acquired an interest in the Chemours Parcel, the Aniline Land or the Lucite Parcel) and their respective successors in interest, purchasers, lessees, sublessees and assigns.

g. Interpretation and Headings. The Article and Section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

h. Partial Invalidity. If any covenant, term or condition of this Agreement or any application thereof shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement and any other application of such covenant, term or condition shall not be affected thereby; and, to the extent permitted and possible, the invalid or unenforceable covenant, term or condition shall be deemed replaced by a covenant, term or condition that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable covenant, term or condition.

i. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

j. Entire Agreement This Agreement constitutes the entire understanding of the Parties with respect to the grant of the Easements granted hereby and the Parties' respective rights, duties and obligations with respect thereto. No other understanding or agreement, whether verbal or written, shall be binding or effective unless the same has been incorporated by reference herein.

[Remainder of Page Intentionally Blank; Signature Pages to Follow]



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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the date first above written.

THE CHEMOURS COMPANY FC, LLC,  
a Delaware limited liability company

By: Mark P. Vergnano

Title: President & CEO

Signature: [Handwritten Signature]

STATE OF Delaware )  
COUNTY OF New Castle ) ss:

Before me, the undersigned authority, on this day personally appeared Mark P. Vergnano the President & CEO of THE CHEMOURS COMPANY FC, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 22<sup>nd</sup> day of February, 2016.

Elizabeth A. Baker  
Notary Public (Seal)

My commission expires: 08.29.2016

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LUCITE INTERNATIONAL, INC.,  
a Missouri corporation

By: PAUL F. MOYER

Title: PRESIDENT

Signature: *Paul F. Moyer*

STATE OF ~~Tennessee~~

COUNTY OF Shelby

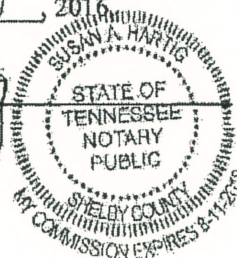
ss:

Before me, the undersigned authority, on this day personally appeared Paul F. Moyer, the President of LUCITE INTERNATIONAL, INC., a Missouri corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 22 day of February, 2016

*Susan A. Hartig*  
Notary Public (Seal)

My commission expires: 8/11/2018





THE DOW CHEMICAL COMPANY,  
a Delaware corporation

By: Daniel Dub  
Title: Authorized Representative  
Signature: [Signature]

STATE OF MICHIGAN )  
COUNTY OF MIDLAND )

ss:

Before me, the undersigned authority, on this day personally appeared DANIEL DUB ON 01-30, 2016 the AUTHORIZED REPRESENTATIVE of THE DOW CHEMICAL COMPANY, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 30th day of JANUARY, 2016.

[Signature]  
Notary Public (Seal)

My commission expires: KIMBERLY S GIRCH  
Notary Public - Michigan  
Midland County  
My Commission Expires Mar 16, 2019







## EXHIBIT A-1

Tract I

BEING all of that certain 13.148 acre tract or parcel of land designated as Lot 3 of Replat of Lot 3 of the DuPont - Beaumont Industrial Site No. 1 in the Pelham Humphries League, Abstract No. 32 Jefferson County, Texas, as recorded in Clerk's File No. 2007047667 of the Official Public Records of Jefferson County, Texas.

Tract II

BEING all of that certain 2.951 acre tract or parcel of land designated as Lot 3 out of the DuPont - Beaumont Works Industrial Park in the Pelham Humphries League, Abstract No. 32 Jefferson County, Texas, as recorded in Clerk's File No. 20060048240 of the Official Public Records of Jefferson County, Texas.

Tract III

BEING all of that certain 1.912 acre tract or parcel of land designated as Lot 3B of Replat of Lot 3 of the DuPont - Beaumont Industrial Site No. 1 in the Pelham Humphries League, Abstract No. 32 Jefferson County, Texas, as recorded in Clerk's File No. 2007047667 of the Official Public Records of Jefferson County, Texas.

Tract IV

BEING all of that certain 2.034 acre tract or parcel of land designated as Lot 3C of Replat of Lot 3 of the DuPont - Beaumont Industrial Site No. 1 in the Pelham Humphries League, Abstract No. 32 Jefferson County, Texas, as recorded in Clerk's File No. 2007047667 of the Official Public Records of Jefferson County, Texas.

Tract V

BEING a 0.910 acre tract of land out of and a part of that certain E.I. DuPont de Nemours and Company called 124.708 acre tract of land, more fully described and recorded in Volume 845, Page 63 of the Deed Records of Jefferson County, Texas, same being out of and a part of that certain Lot 3 of the DuPont-Beaumont Industrial Site No. 1 subdivision as recorded in Volume 15, Page 4 of the Map Records of Jefferson County, Texas, same being out of and a part of those certain Lots 28 and 29 of the DuPont-Beaumont Works Industrial Park Subdivision as recorded in Clerk's File No. 2006048240 of said Official Public Records, same being out of and a part of that certain Lot 3 of the DuPont-Beaumont Industrial Site No. 1 Replat, as recorded in Clerk's File No. 2007037934 of said Official Public Records and also being out of and a part of Lot 3E of that certain Replat of Lot 3 of the DuPont-Beaumont Industrial Site No. 1 Replat, as recorded in Clerk's File No. 2007047667 of said Official Public Records. Said 0.910 acre tract of land being situated in the Pelham Humphries League, Abstract No. 32, Jefferson County, Texas and being more particularly described as follows;



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**BEGINNING** at a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" found for the North corner of that certain OCI Beaumont Partners, LLC., called 15,476 acre tract of land as recorded in Clerk's File No. 2013042294 of said Official Public Records, same being in the Northwest line of said Lot 3E and the Southeast line of that certain OCI Beaumont Partners, LLC called Lot 1 (12.817 acre tract) as recorded in said Clerk's File No. 2007037934 of said Official Public Records. From said point of beginning a 1/2 inch iron rod with cap stamped "SPI INC" found for the South corner of said Lot 1 bears South 45 deg. 52 min. 19 sec. West a distance of 530.27 feet;

**THENCE** North 45 deg. 52 min. 19 sec. East along and with the Southeast line of said Lot 1 and the Northwest line of said Lot 3E a distance of 308.36 feet to a 1/2 inch iron rod with cap stamped "SPI INC" found for the East corner of said Lot 1 and the North corner of said Lot 3E, same being in the East line of said Abstract No. 32 and the West line of that certain J.S. Johnston Survey, Abstract No. 34, Jefferson County, Texas;

**THENCE** South 00 deg. 10 min. 10 sec. West along and the West line of said Abstract No. 34 and the East line of said Abstract No. 32, same being the East line of said Lot 3E a distance of 315.91 feet to point on the South bank of a water supply canal from which a 1 Inch iron pipe, found bent, for the South corner of said Lot 3 bears South 00 deg. 10 min. 10 sec. West, a distance of 2345.41 feet;

**THENCE** in a Northwesterly direction along and with said water supply canal bank the following calls and distances;

North 81 deg. 47 min. 42 sec. West a distance of 19.31 feet to a point;

North 90 deg. 00 min. 00 sec. West a distance of 40.67 feet to a point;

North 70 deg. 54 min. 47 sec. West a distance of 103.71 feet to a point;

**THENCE** North 44 deg. 07 min. 41 sec. West over and across said water supply canal a distance of 89.92 feet to the **POINT OF BEGINNING**, containing 0.910 acre of land, more or less.

#### **Tract VI**

**BEING** a 12,200 acre tract of land out of and a part of that certain E.I. DuPont de Nemours and Company called 124,708 acre tract of land, more fully described and recorded in Volume 845, Page 63 of the Deed Records of Jefferson County, Texas, same being out of and a part of that certain Lot 3 of the DuPont-Beaumont Industrial Site No. 1 subdivision, as recorded in Volume 15, Page 4 of the Map Records of Jefferson County, Texas, same being out of and a part of those certain Lots 6, 8, and 29 of the DuPont-Beaumont Works Industrial Park Subdivision as recorded in Clerk's File No. 2006048240 of said Official Public Records, same being out of and a part of that certain Lot 3 of the DuPont-Beaumont Industrial Site No. 1 Replat, as recorded in Clerk's File No. 2007037934 of said Official Public Records, and also being out of and a part of Lot 3E of that certain Replat of Lot 3, of the DuPont-Beaumont Industrial Site No. 1 Replat, as recorded in Clerk's File No. 2007047667 of said Official Public Records. Said 12,200 acre tract of land



being situated in the Pelham Humphries League, Abstract No. 32, Jefferson County, Texas and being more particularly described as follows;

**BEGINNING** at a 1 inch iron pipe, found bent, for the South corner of said DuPont called 124.708 acre tract and Lot 3E, same being the Southwest corner of that certain E.I. DuPont de Nemours and Company called 52,667 acre tract of land, more fully described and recorded in Volume 845, Page 73 of said Deed Records, and also being at the intersection of the Northeasterly line of that certain Kansas City Southern Railway Company (KCS Railroad) called 100 feet wide right-of-way, with the East line of said Pelham Humphries League, same being the West line of that certain J.S. Johnston Survey, Abstract No. 34;

**THENCE** North 44 deg. 06 min. 57 sec. West along and with the Southwesterly line of said DuPont Called 124.708 acre tract and Lot 3E, same being the Northeasterly line of said KCS Railroad right-of-way line, a distance of 947.76 feet to a PK nail in asphalt, found for the South corner of Lot 3B of said Clerk's File No. 2007047667 of said Official Public Records, same being most Westerly Corner of the herein described tract;

**THENCE** North 45 deg. 52 min. 19 sec. East along and with Southeast line of said Lot 3B, passing at 50.00 feet, a PK nail in asphalt found for the East corner of said Lot 3B and that certain Lot 3C of said Clerk's File No. 2007047667 of said Official Public Records, passing at 155.80 feet, a railroad spike found for the East corner of said Lot 3C and the West corner of that certain Lot 2 (13.523 acre tract of land), as recorded in said Clerk's File No. 2007037934 of said Official Public Records, continuing in all, a total distance of 377.80 feet to a 1/2 inch iron rod with cap stamped "SPI INC", found for an Ell corner of said Lot 2;

**THENCE** South 44 deg. 07 min. 41 sec. East along and with a Southwest line of said Lot 2, same being a Northeast line of said Lot 3E, a distance of 173.00 feet to a 1/2 inch iron rod with cap stamped "SPI INC", found for the South corner of said Lot 2 and an Ell corner of Said Lot 3E;

**THENCE** North 45 deg. 52 min. 19 sec. East along and with the Southeast line of said Lot 2, same being a Northwest line of said Lot 3E, a distance of 146.00 feet to a railroad spike, found for the East corner of said Lot 2 and an Ell Corner of Lot 3E;

**THENCE** North 44 deg. 07 min. 41 sec. West along and with the Northeast line of said Lot 2, same being a Southwest line of said Lot 3E, a distance of 195.00 feet to a PK nail in asphalt, found for the South corner of that certain Texam called 6.340 acre tract of land, as recorded in Clerk's File No. 2013042295 of said Official Public Records;

**THENCE** North 45 deg. 52 min. 19 sec. East along and with the Southeast line of said 6.340 acre tract and the Northwest line of said Lot 3E, a distance of 274.00 feet to a PK nail in asphalt, found for the Southeast corner of said 6.340 acre tract;

**THENCE** North 44 deg. 07 min. 41 sec. West along and with the Southernmost Northeast line of said 6.340 acre tract, a distance of 345.54 feet to a PK nail in asphalt, found for an Ell corner of said 6.340 acre tract;



**THENCE** North 45 deg. 52 min. 19 sec. East along and with the Northernmost Southeast line of said 6.340 acre tract and the Southeast line of that certain OCI Beaumont Partners, LLC., called 15.476 acre tract of land, as recorded in Clerk's File No. 2013042294 of said Official Public Records, passing at 167.00 feet, a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS", found for the East corner of said 6.340 acre tract, same being the South corner of said 15.476, continuing on for a total distance of 485.45 feet to a point for the Southeast corner of said 15.476 acre tract, same being the North corner of the herein described tract of land. Said point being in the East line of said Abstract No. 32 and West line of said Abstract No. 34, from which a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS", found for reference, bears South 45 deg. 52 min. 19 sec. West a distance of 15.00 feet;

**THENCE** South 00 deg. 10 min. 10 sec. West along and with the East line of said Abstract No. 32 and the West line of said Abstract No. 34, a distance of 1837.73 feet to the **POINT OF BEGINNING**, containing 12.200 acres of land, more or less.

#### **Tract VII**

**BEING** a 503.193 acre tract of land, being out of and a part of those certain tracts deeded to E. I. du Pont de Nemours and Company, more fully described as a 235.11 acre tract, as recorded in Volume 845, Page 48, a called 49.839 acre tract and a called 124.708 acre tract, as recorded in Volume 845, Page 63, a called 52.667 acre tract and a called 82.072 acre tract, as recorded in Volume 845, Page 73, a called 7.69 acre tract, as recorded in Volume 1507, Page 91, a called 11.918 acre tract, as recorded in Volume 2227, Page 209 of the Deed Records of Jefferson County, Texas, a called 65.00 acre tract, as recorded in Clerk's File No. 9433962 of the Official Public Records of Jefferson County, Texas, same being the remainder of that certain E.I. du Pont de Nemours and Company Tract 4 (629.895 acre tract) as recorded in Clerk's File No. 2006048240 of said Official Public Records. Said 503.193 acre tract being situated in the Pelham Humphries League, Abstract No. 32, J.S. Johnson Survey, Abstract No. 34, and W. M. Carroll Survey, Abstract No. 13, Jefferson County, Texas and being more particularly described as follows;

**BEGINNING** at a 3/4 inch iron pipe found for the South corner of said 11.918 acre tract and being the West corner of that certain Kansas City Southern Railway Company called 11.84 acre tract of land, as recorded in Clerk's File No. 2004000575, being more fully described in Volume 141, Page 384 of said Deed Records, same being in the Northeasterly line of the Kansas City Southern Railroad Company (KCS RR) 100 foot wide right-of-way;

**THENCE** North 44 deg. 07 min. 29 sec. West along and with the Northeasterly line of said KCS RR and the Southwest line of said 11.918 acre tract, a distance of 1110.87 feet, to a 1-1/2 inch iron pipe with cap in concrete for the West corner of said 11.918 acre tract of land and the Southwest corner of said 235.116 acre tract of land;

**THENCE** North 44 deg. 07 min. 17 sec. West continuing along and with the Northeasterly line of said KCS RR and the Southwest line of said 235.116 acre tract of land and said 52.667 acre tract of land, a distance of 4184.35 feet, to a 1 inch iron pipe (Bent) found for the most Westerly corner of said 52.667 acre tract, same being the South corner of that certain E.I. du Pont de



Nemours and Company Lot 3E tract (called 21.455 acres) as recorded in Clerk's File No. 2007047667 of said Official Public Records, same being on the West line of said Abstract No. 34 and East line of said Abstract No. 32;

**THENCE** North 00 deg. 10 min. 10 sec. East along and with the East line of said Abstract No. 32 and West line of said Abstract No. 34, same being the Southeast line of said Lot 3E, a distance of 1837.73 feet, to a point for corner of that certain OCI Beaumont Partners, LLC 15.476 acre tract of land, as recorded in Clerk's File No. 2013042294 of said Official Public Records, from which a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS", found for reference, in the Southeast line of said 15.476 acre tract, bears South 45 deg. 52 min. 19 sec. West, a distance of 15.00 feet;

**THENCE** North 00 deg. 10 min. 10 sec. East continuing along and with the East line of said Abstract No. 32 and West line of said Abstract No. 34, same being the East line of said 15.476 acre tract of land, a distance of 275.06 to a point for corner of said 15.476 acre tract;

**THENCE** in a Northerly direction along the Easterly line of said 15.476 acre tract, same being over and across the remainder of said 629.895 acre tract of land, the following courses and distances:

North 47 deg. 08 min. 12 sec. East a distance of 37.40 feet to a point for corner;

North 28 deg. 27 min. 01 sec. East a distance of 118.32 feet to a point for corner;

North 54 deg. 27 min. 52 sec. East a distance of 46.52 feet to a point for corner;

North 37 deg. 48 min. 52 sec. East a distance of 44.25 feet to a point for corner;

North 20 deg. 18 min. 15 sec. West a distance of 15.20 feet to a point for corner;

North 74 deg. 51 min. 48 sec. West a distance of 51.71 feet to a point for corner;

North 81 deg. 47 min. 42 sec. West a distance of 93.84 feet to a point for corner, said point being on the East line of said Abstract No. 32 and West line of said Abstract No. 34, same being on the East line of said 15.476 acre tract;

**THENCE** North 00 deg. 10 min. 10 sec. East along and with the East line of Abstract No. 32 and West line of said Abstract No. 34, a distance of 315.91 feet to a 1/2 inch iron rod with cap stamped "SPI INC" found for the Southernmost East corner of that certain OCI Beaumont Partners, LLC 12.817 acre tract of land, as recorded in Clerk's File No. 2007037934 of said Official Public Records;

**THENCE** in a Northwesterly direction along and with the boundary lines of said 12.817 acre tract the following courses and distances:



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North 00 deg. 08 min. 41 sec. East a distance of 63.67 feet to a 1/2 inch iron rod with cap stamped "SPI INC" found for corner;

North 02 deg. 52 min. 10 sec. East a distance of 16.26 feet to a 1/2 inch iron rod with cap stamped "SPI INC" found for corner;

North 44 deg. 07 min. 41 sec. West a distance of 20.30 feet to a 1/2 inch iron rod with cap stamped "SPI INC" found for corner;

North 70 deg. 19 min. 41 sec. West a distance of 351.07 feet to a 1/2 inch iron rod with cap stamped "SPI INC" found for corner;

North 44 deg. 07 min. 41 sec. West a distance of 40.00 feet to a 1/2 inch iron rod with cap stamped "SPI INC" found for corner;

North 62 deg. 33 min. 47 sec. West a distance of 110.68 feet to a 1/2 inch iron rod with cap stamped "SPI INC" found for corner;

North 44 deg. 07 min. 41 sec. West a distance of 75.00 feet to a 1/2 inch iron rod with cap stamped "SPI INC" found for corner;

North 71 deg. 32 min. 16 sec. West, a distance of 152.07 feet to a 1/2 inch iron rod with cap stamped "SPI INC" found for the North corner of said 12.817 acre tract, same being the East corner of that certain E.L. du Pont de Nemours and Company Lot 3 (called 13.148 acres) as recorded in Clerk's File No. 2007047667 of said Official Public Records;

**THENCE** in a Northwesterly direction along and with the boundary lines of said Lot 3 the following courses and distances:

South 70 deg. 35 min. 17 sec. West a distance of 96.15 feet to a 5/8 inch rod with cap stamped "WORTECH SURVEYORS" found for corner;

North 65 deg. 32 min. 11 sec. West a distance of 136.26 feet to a 5/8 inch rod with cap stamped "WORTECH SURVEYORS" found for corner;

North 46 deg. 34 min. 24 sec. West a distance of 222.34 feet to a 5/8 inch rod with cap stamped "WORTECH SURVEYORS" found for corner;

North 28 deg. 19 min. 38 sec. West a distance of 92.61 feet to a 1/2 inch iron rod found for corner of said Lot 3, same being a Northwesterly corner of said 124.708 acre tract, same being a South corner for that certain Oiltanking Beaumont Partners, L.P. 461.42 acre tract of land as recorded in Clerk's File No. 2001014848 of said Official Public Records



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**THENCE** in a Northeasterly direction along and with the Northwesternly line of said 124.708 acre tract and the Southeast line of said 461.42 acre tract the following courses and distances:

South 85 deg. 41 min. 08 sec. East a distance of 102.91 feet to a point for corner;

South 89 deg. 59 min. 45 sec. East a distance of 147.54 feet to a point for corner;

North 41 deg. 41 min. 15 sec. East a distance of 269.89 feet to a point for corner;

North 32 deg. 01 min. 15 sec. East a distance of 1427.44 feet to a point for corner;

North 02 deg. 52 min. 06 sec. East a distance of 87.44 feet to a point for corner on the Southern bank of the Neches River, same being the North corner of said 629.895 acre tract;

**THENCE** in a Southeasterly direction along and with the meanders of the Southerly bank of said Neches River, same being the Northeast line of said 629.895 acre tract the following courses and distances:

South 34 deg. 35 min. 35 sec. East a distance of 15.75 feet to a point for corner;

South 02 deg. 20 min. 05 sec. East a distance of 80.28 feet to a point for corner;

South 27 deg. 05 min. 25 sec. East a distance of 325.32 feet to a point for corner;

South 61 deg. 06 min. 12 sec. East a distance of 317.83 feet to a point for corner;

South 26 deg. 42 min. 34 sec. East a distance of 538.99 feet to a point for corner;

South 50 deg. 47 min. 00 sec. East a distance of 150.11 feet to a point for corner;

North 72 deg. 38 min. 01 sec. East a distance of 17.24 feet to a point for corner;

South 46 deg. 53 min. 52 sec. East a distance of 181.17 feet to a point for corner;

South 76 deg. 26 min. 41 sec. East a distance of 43.07 feet to a point for corner;

South 48 deg. 03 min. 42 sec. East a distance of 114.54 feet to a point for corner;

South 23 deg. 35 min. 48 sec. East a distance of 36.92 feet to a point for corner;

South 52 deg. 03 min. 02 sec. East a distance of 160.53 feet to a point for corner;

South 41 deg. 57 min. 42 sec. East a distance of 228.12 feet to a point for corner;

South 32 deg. 59 min. 52 sec. East a distance of 365.88 feet to a point for corner;



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South 06 deg. 08 min. 04 sec. East a distance of 48.50 feet to a point for corner, same being the East corner of that certain OCI Beaumont called 1.544 acre tract as recorded in Clerk's File No. 2011021593 of said Official Public Records, also being the same tract of land (Lot 18) as recorded in Clerk's File No. 2006048240 of said Official Public Records;

THENCE North 53 deg. 39 min. 58 sec. West along and with the Northeast line of said 1.544 acre tract, passing at 36.00 feet a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" found for reference, continuing on a total distance of 235.47 feet to a 5/8 inch iron rod found for the North corner of said 1.544 acre tract;

THENCE South 45 deg. 57 min. 52 sec. West along and with the Northwest line of said 1.544 acre tract a distance of 235.11 feet to a 5/8 inch iron rod found for the West corner of said 1.544 acre tract;

THENCE South 55 deg. 22 min. 21 sec. East along and with the Southwest line of said 1.544 acre tract a distance of 357.81 feet to nail spike with shiner found for the South corner of said 1.544 acre tract;

THENCE North 15 deg. 47 min. 48 sec. East along and with the Southeast line of said 1.544 acre tract a distance of 107.43 feet to a point in the Southeast line of said 1.544 acre tract, same being in the Northeast line of said 629.895 acre tract and the Southerly Bank of the Neches River;

THENCE in a Southeasterly direction along and with the meanders of the Southerly bank of said Neches River, same being the Northeast line of said 629.895 acre tract the following courses and distances:

South 02 deg. 23 min. 55 sec. East a distance of 51.02 feet to a point for corner;

South 58 deg. 37 min. 58 sec. East a distance of 193.33 feet to a point for corner;

South 82 deg. 26 min. 29 sec. East a distance of 205.63 feet to a point for corner;

North 50 deg. 02 min. 56 sec. East a distance of 35.43 feet to a point for corner;

North 88 deg. 01 min. 01 sec. East a distance of 109.70 feet to a point for corner;

South 67 deg. 43 min. 14 sec. East a distance of 219.02 feet to a point for corner;

South 57 deg. 28 min. 11 sec. East a distance of 324.40 feet to a point for corner;

South 79 deg. 44 min. 28 sec. East a distance of 69.81 feet to a point for corner;

South 58 deg. 21 min. 53 sec. East a distance of 90.68 feet to a point for corner;



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South 43 deg. 53 min. 59 sec. East a distance of 102.73 feet to a point for corner;

North 78 deg. 28 min. 31 sec. East a distance of 206.26 feet to a point for corner;

South 47 deg. 09 min. 37 sec. East a distance of 79.82 feet to a point for corner;

South 17 deg. 31 min. 34 sec. East a distance of 25.60 feet to a point for corner;

North 88 deg. 17 min. 08 sec. East a distance of 52.61 feet to a point for corner;

North 09 deg. 19 min. 05 sec. East a distance of 49.21 feet to a point for corner;

North 86 deg. 38 min. 35 sec. East a distance of 81.53 feet to a point for corner;

South 73 deg. 11 min. 23 sec. East a distance of 524.53 feet to a point for an Easterly Corner of said 629.895 acre tract, same being in the East line of said Abstract No. 34 and the West line of said Abstract No. 13;

**THENCE** South 00 deg. 44 min. 58 sec. West along and with the East line of said Abstract No. 34 and the West line of said Abstract No. 13 a distance of 382.73 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" found for an Easterly Ell corner of said 629.895 acre tract, same being the Northwest corner of said 65.00 acre tract;

**THENCE** South 89 deg. 15 min. 08 sec. East a distance 538.00 feet to a 1 inch iron pipe with cap stamped "WORTECH SURVEYORS" found for the Northeast corner of said 65.00 acre tract;

**THENCE** South 00 deg. 44 min. 52 sec. West a distance of 1444.00 feet to a 1 inch iron pipe with cap stamped "WORTECH SURVEYORS" found for an angle point in the East line of said 65.00 acre tract;

**THENCE** South 30 deg. 22 min. 04 sec. East a distance of 1202.73 feet to a 1 inch iron pipe with cap stamped "WORTECH SURVEYORS" for an angle point in the East line of said 65.00 acre tract;

**THENCE** South 00 deg. 44 min. 52 sec. West a distance of 1018.16 feet to a 1 inch iron pipe with cap stamped "WORTECH SURVEYORS" for the Southeast corner of said 65.00 acre tract;

**THENCE** North 89 deg. 15 min. 08 sec. West a distance of 1159.53 feet to a point for corner for the Southwest corner of said 65.00 acre tract, same being on the East line of said Abstract No. 34 and the West line of said Abstract No. 13;

**THENCE** South 00 deg. 44 min. 52 sec. West along and with the East line of said Abstract No. 34 and the West line of said Abstract No. 13, a distance of 630.40 feet to a 1-1/2 inch iron pipe with cap stamped "WORTECH SURVEYORS" found in the Southernmost East line of said 629.985 acre tract, same being the North corner of said 11.918 acre tract;



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**THENCE** South 00 deg. 43 min. 52 sec. West along and with the East line of said Abstract No. 34 and West line of said Abstract No. 13, same being the East line of said 629,985 acre tract and 11,918 acre tract a distance of 1325.57 feet to the **POINT OF BEGINNING**, containing 503.193 acres of land, more or less.

**Tract VIII**

**BEING** a 47.265 acre tract of land being out of and a part of those certain tracts deeded to E.I. du Pont de Nemours and Company, more fully described as a 2.092 acre tract, as recorded in Volume 845, Page 73, a called 20.000 acre tract, as recorded in Volume 2077, Page 217, a called 10.270 acre tract, as recorded in Volume 1865, Page 128, a called 18.33 acre tract, as recorded in Volume 1865, Page 300 of Deed Records of Jefferson County, Texas, same being the remainder of that certain E.I. du Pont de Nemours and Company Lot 5 (115,030 acre tract), as recorded in Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas. Said 47.265 acre tract of land being situated in the Pelham Humphries League, Abstract No. 32 and the J.S. Johnson Survey, Abstract No. 34, Jefferson County Texas and being more particularly described as follows;

**BEGINNING** at a 1-1/2 inch iron pipe with cap in concrete found for the South corner of said 2.092 acre tract and said Lot 5, same being the West corner of that certain Air Liquide Large Industrial U S LP called 1.950 acre tract, as recorded in Clerk's File No. 2005011370 of said Official Public Records, same being in the Northeast line of State Highway No. 347 (200 foot wide right-of-way);

**THENCE** North 47 deg. 42 min. 19 sec. West along and with the Southwesterly line of said 2.092 acre tract and said Lot 5, same being the Northeasterly line of said State Highway No. 347, a distance of 149.83 feet to a 1-1/2 inch iron pipe with cap in concrete, found for the West corner of said 2.092 acre tract, same being the South corner of said 18.33 acre tract of land;

**THENCE** North 48 deg. 01 min. 08 sec. West continuing along and with the Southwesterly line of said Lot 5 and said 18.33 acre tract, a distance of 1425.90 feet, to a concrete monument (broken) found for the West corner of said 18.33 acre tract, same being the South corner of said 20.000 acre tract;

**THENCE** North 47 deg. 57 min. 51 sec. West continuing along and with the Southwesterly line of said Lot 5 and said 20.000 acre tract, a distance of 469.07 feet to a 1/2 inch iron rod with cap stamped "SPI INC" found for corner;

**THENCE** North 47 deg. 55 min. 44 sec. West continuing along and with the Southwesterly line of said Lot 5 and 20.000 acre tract, passing at 221.71 feet, a 3/4 inch iron rod in concrete found, continuing on, a total distance of 867.04 feet, to a 3/4 inch iron rod in concrete for the West corner of said 20.000 acre tract, same being the South corner of said 10.270 acre tract;

**THENCE** North 47 deg. 54 min. 13 sec. West continuing along and with the Southwesterly line of said Lot 5 and 10.270 acre tract, a distance of 437.61 feet, to a 5/8 inch iron rod with cap on the Southwesterly line of said Lot 5 and 10.270 acre tract;



**THENCE** North 42 deg. 22 min. 19 sec. East over and across said Lot 5 and 10.270 acre tract, a distance of 726.24 feet, to a 5/8 inch iron rod with cap, found on the Northeasterly line of said Lot 5 and 10.270 acre tract, same being the Southwesterly line of the Kansas City Southern Railroad Company 100 foot wide right-of-way;

**THENCE** South 44 deg. 07 min. 30 sec. East along and with the Northeasterly line of said Lot 5, 10.270 acre tract, 20.000 acre tract, and 18.33 acre tract, same being the Southwesterly line of said KCS RR, a distance of 3209.82 feet, to a 1" iron rod in concrete found for the East corner of said 18.33 acre tract, same being the North corner of said 2.092 acre tract;

**THENCE** South 43 deg. 55 min. 23 sec. East continuing along and with the Northeasterly line of said Lot 5 and 2.092 acre tract, a distance of 150.24 feet, to a 1-1/2 inch iron pipe with cap in concrete, found for the East corner of said 2.092 acre tract, same being the North corner of said 1.950 acre tract;

**THENCE** South 42 deg. 52 min. 08 sec. West along and with the Southeast line of said Lot 5 and 2.092 acre tract, a distance of 501.09 feet to the **POINT OF BEGINNING**, containing 47.265 acres of land, more or less.

#### **Tract IX**

**BEING** all of that certain 6.749 acre tract or parcel of land designated as Lot 4 out of the DuPont - Beaumont Works Industrial Park, in the Pelham Humphries League, Abstract No. 32, Jefferson County, Texas, as recorded in Clerk's File No. 20060048240 of the Official Public Records of Jefferson County, Texas.

#### **Tract X**

**BEING** all of that certain 7.467 acre tract or parcel of land designated as Lot 1 out of the DuPont - Beaumont Works Industrial Park in the Pelham Humphries League, Abstract No. 32, Jefferson County, Texas, as recorded in Clerk's File No. 20060048240 of the Official Public Records of Jefferson County, Texas.

#### **Tract XI**

**BEING** all of that certain 7.217 acre tract or parcel of land designated as Lot 2 out of the DuPont - Beaumont Works Industrial Park in the Pelham Humphries League, Abstract No. 32 and J.S. Johnson Survey, Abstract No. 34, Jefferson County, Texas, as recorded in Clerk's File No. 20060048240 of the Official Public Records of Jefferson County, Texas.



Included in the above Exhibit A description is the "ANILINE LAND" with the legal description as set forth below:

GROUND LEASE TRACTS

BEING all of Lot No.'s 8 (13.679 Acres), 9 (5.251 Acres) and Lot 17 (2.135 Acres) being more fully described in DuPont Beaumont Works Industrial Park Subdivision recorded in Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas. Said Lots being situated in the J. S. Johnston Survey, Abstract No. 34 and the Pelham Humphries Survey, Abstract No. 32, Jefferson County, Texas, containing 21.065 acre of land, more or less.

EASEMENT TRACT

BEING 2.665 acres out of Lot 15, said Lot 15 being more fully described in DuPont Beaumont Works Industrial Park Subdivision recorded in Clerks File No. 2006048240 of the Official Public Records of Jefferson County, Texas. Said 2.665 acre tract of land being situated in the J. S. Johnson Survey, Abstract No. 34, Jefferson County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap found at the North corner of said Lot 15;

THENCE South 47 deg. 47 min. 33 sec. East along and with the Northeast line of said Lot 15, a distance of 417.00 feet to a 1/2 inch iron rod with cap found at the East corner of said Lot 15;

THENCE South 42 deg. 12 min. 27 sec. West along and with the Southeast line of said Lot 15, a distance of 135.98 feet to a cotton spindle set for corner;

THENCE North 47 deg. 53 min. 58 sec. West, a distance of 121.06 feet to a Punch Mark set for corner;

THENCE South 41 deg. 56 min. 40 sec. West, a distance of 82.56 feet to a Punch Mark set for corner;

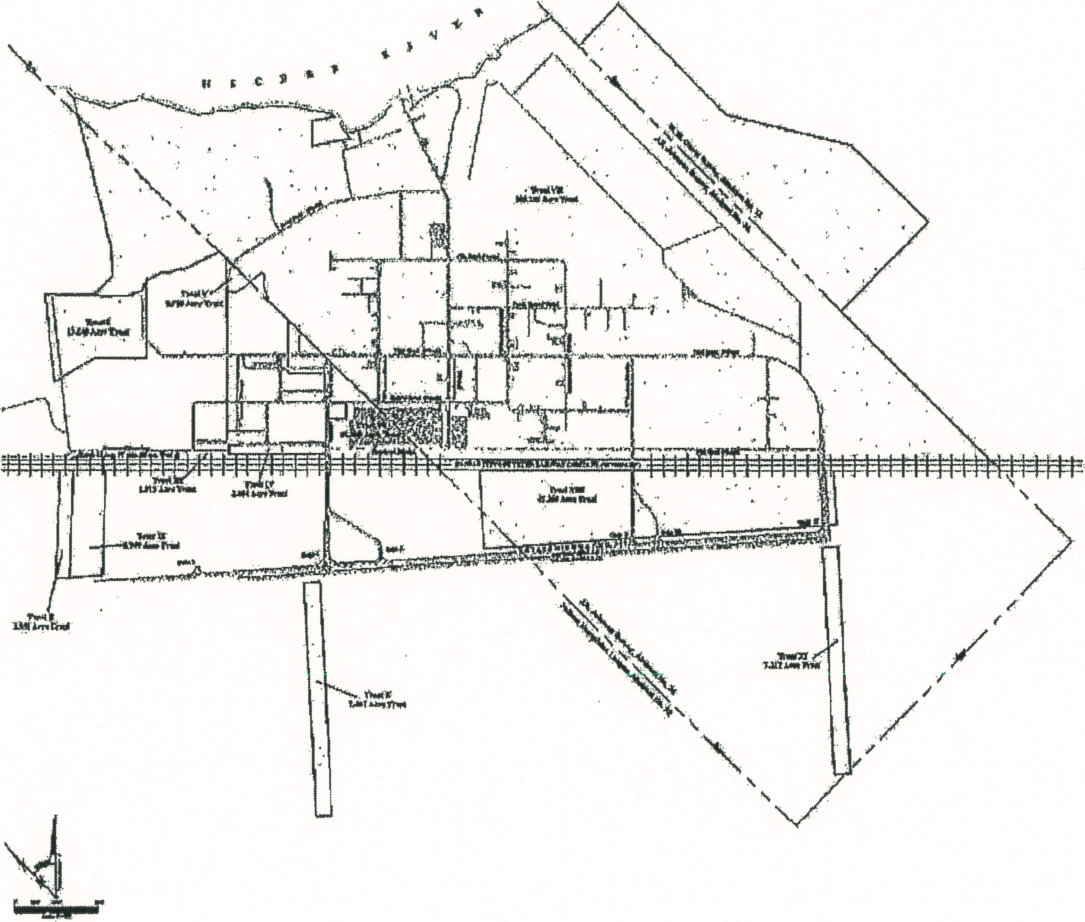
THENCE North 48 deg. 02 min. 59 sec. West, a distance of 22.14 feet to a PK nail with shiner set for corner;

THENCE South 42 deg. 30 min. 30 sec. West, a distance of 127.11 feet to a Punch Mark set for corner in the Southwest line of said Lot 15;

THENCE North 47 deg. 47 min. 33 sec. West along and with the Southwest line of said Lot 15, a distance of 273.62 feet to a 5/8 inch iron rod set at the West corner of said Lot 15;

THENCE North 42 deg. 12 min. 27 sec. East along and with the Northwest line of said Lot 15, a distance of 346.00 feet to the PLACE OF BEGINNING, containing 2.665 acres of land, more or less.

GENERAL MAP OF PLANT SITE





**EXHIBIT B****SITE SERVICES INFRASTRUCTURE**

Roadways (3<sup>rd</sup> Street and 5<sup>th</sup> Street)

Ditches

Storm water drains

Sanitary sewer

Fire protection pipelines

Electrical service (which is owned and operated by Chemours/Dow, while substations are owned by Entergy Corporation)

Communications cables/wiring

Steam lines (175# and 300#)

Rail tracks (except those within the concrete curbed Aniline loading spots, which are owned by Chemours/Dow)

Nitrogen pipeline

Natural Gas (low and high pressure) pipelines

Filtered water pipeline

Drinking water pipeline

Propylene pipeline (after the Texaco metering station)

Boiler Feed Water pipeline

Waste Water pipeline to Deep Wells and Diversion Tanks

Methanol pipeline

#4 Ditch sampler (located south of Aniline CCR/Office building in ditch from HCN plant)

Computer servers (located in Number 7 Office Building)

Site emergency alarm and communication systems (located in Number 7 Office Building)

safer System (release plume modeling) (located in Number 7 Office Building)

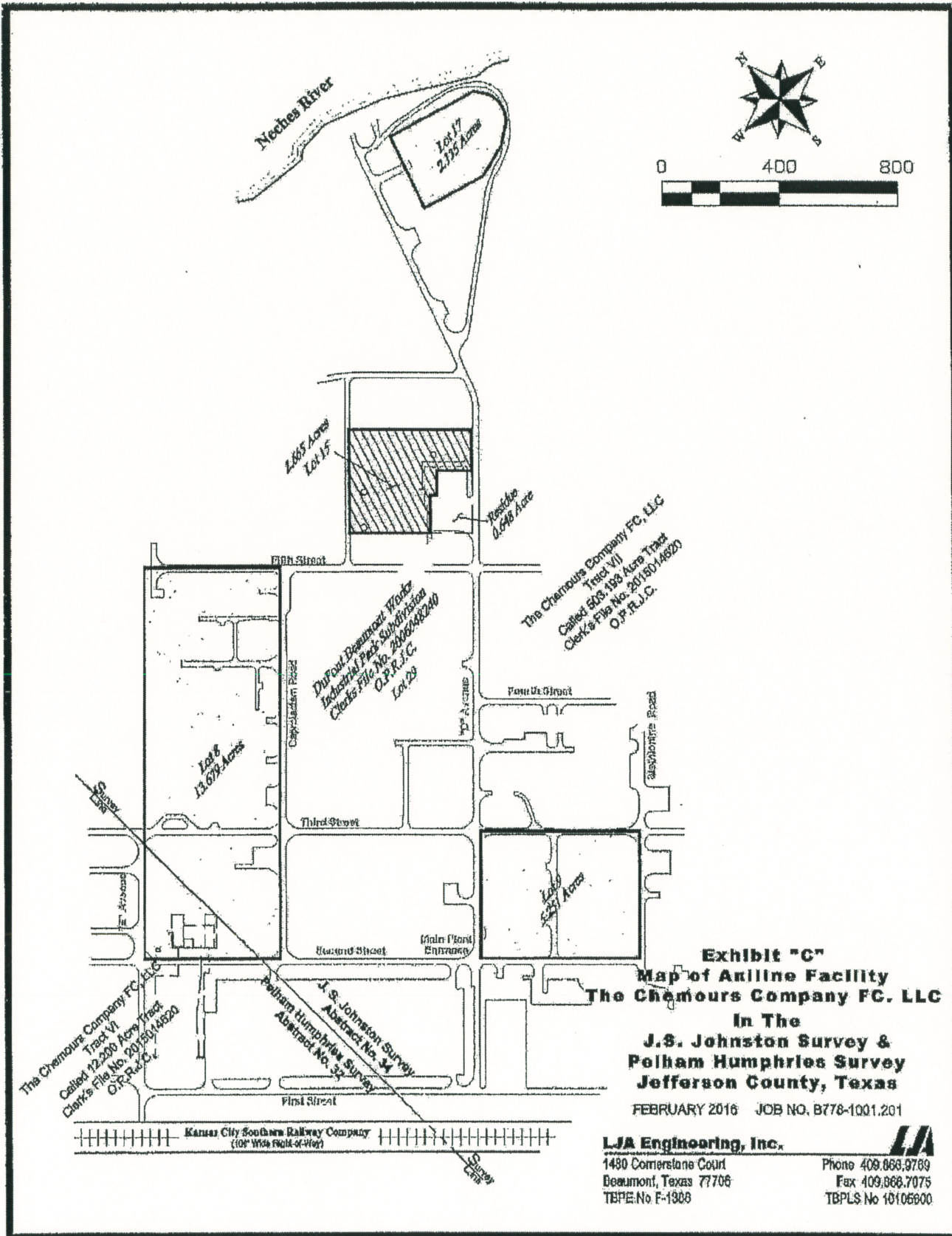


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**EXHIBIT C**

**MAP OF ANILINE FACILITY**

(see attached)





**EXHIBIT D****DESCRIPTION OF ANILINE LAND**

Those certain tracts of land situated in Jefferson County, Texas and being more particularly described as:

**GROUND LEASE TRACTS**

BEING all of Lot No.'s 8 (13.679 Acres), 9 (5.251 Acres) and Lot 17 (2.135 Acres) being more fully described in DuPont Beaumont Works Industrial Park Subdivision recorded in Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas. Said Lots being situated in the J. S. Johnston Survey, Abstract No. 34 and the Pelham Humphries Survey, Abstract No. 32, Jefferson County, Texas, containing 21.065 acre of land, more or less.

**EASEMENT TRACT**

BEING 2.665 acres out of Lot 15, said Lot 15 being more fully described in DuPont Beaumont Works Industrial Park Subdivision recorded in Clerks File No. 2006048240 of the Official Public Records of Jefferson County, Texas. Said 2.665 acre tract of land being situated in the J. S. Johnson Survey, Abstract No. 34, Jefferson County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap found at the North corner of said Lot 15;

THENCE South 47 deg. 47 min. 33 sec. East along and with the Northeast line of said Lot 15, a distance of 417.00 feet to a 1/2 inch iron rod with cap found at the East corner of said Lot 15;

THENCE South 42 deg. 12 min. 27 sec. West along and with the Southeast line of said Lot 15, a distance of 135.98 feet to a cotton spindle set for corner;

THENCE North 47 deg. 53 min. 58 sec. West, a distance of 121.06 feet to a Punch Mark set for corner;

THENCE South 41 deg. 56 min. 40 sec. West, a distance of 82.56 feet to a Punch Mark set for corner;

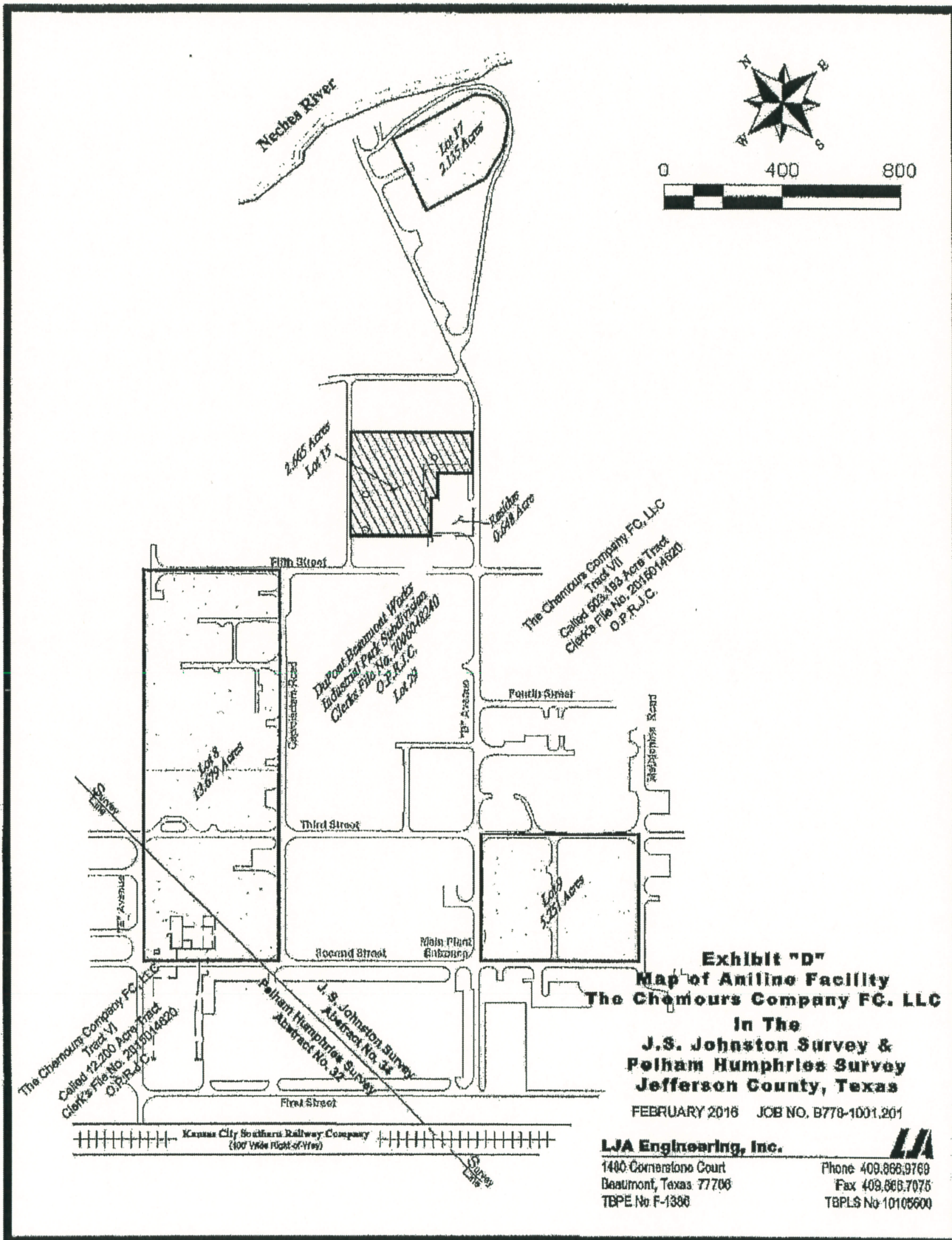
THENCE North 48 deg. 02 min. 59 sec. West, a distance of 22.14 feet to a PK nail with shiner set for corner;

THENCE South 42 deg. 30 min. 30 sec. West, a distance of 127.11 feet to a Punch Mark set for corner in the Southwest line of said Lot 15;

THENCE North 47 deg. 47 min. 33 sec. West along and with the Southwest line of said Lot 15, a distance of 273.62 feet to a 5/8 inch iron rod set at the West corner of said Lot 15;

THENCE North 42 deg. 12 min. 27 sec. East along and with the Northwest line of said Lot 15, a distance of 346.00 feet to the PLACE OF BEGINNING, containing 2.665 acres of land, more or less.





**EXHIBIT E****ANILINE ASSETS**

Electrical Infrastructure (except substations, which are owned by Entergy Corporation).

Caustic Soda Pipeline

Hydrogen Pipeline

Aniline Pipeline

Nitrobenzene Pipeline

Benzene Pipeline

Ammonia Pipeline

Sulfuric Acid Pipeline

Nitric Acid Pipeline



## Minority Business Directory

**\* Indicates certification as a HUB/DBE has been obtained**

### **Accountants/ Certified Public**

ComPRO Tax  
Denise White  
2720 N. 11<sup>th</sup> Street  
Beaumont, TX 77703  
Tel: 409-924-7777  
Fax: 409-924-0610  
Website: [www.comprotax.com](http://www.comprotax.com)

Fedric Zeno, Sr.  
ComPRO Tax, Inc.  
2905 Laurel Ave.  
Beaumont, TX 77703  
Tel: 409-832-1099  
Fax: 409-832-2108  
Home: 409-840-5129  
Email: [zenoandassociate@aol.com](mailto:zenoandassociate@aol.com)

Gayle Botley  
Botley & Associates, CPA's  
Tel: 409-833-8757

Joanne Spooner  
South Park ComPRO Tax  
4390 Highland Avenue  
Beaumont, TX 77705  
Tel: 409-832-8299  
Fax: 409-832-1661  
Website: [www.comprotax.com](http://www.comprotax.com)

\*Stephanie Clark  
The Ann Group  
2700 Blanchette St. (01)  
Tel: 409-813-3696  
Fax: 409-813-3404  
Email: [sclark@theanngroup.com](mailto:sclark@theanngroup.com)

Mr. Yusuf Muhammad  
ComPRO Tax  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-832-3565  
Fax: 409-832-2252  
Website: [www.comprotax.com](http://www.comprotax.com)

Ms. Margaret Bostic  
That Too  
Tel: 409-842-6966

### **Advertising & Public Relations**

Jessie Haynes & Associates  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.haynespr.com](http://www.haynespr.com)

Texas Black Pages  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.texasblackpages.com](http://www.texasblackpages.com)

### **Agricultural**

Lloyd J. Hebert  
Cooperative Extension Program  
1295 Pearl St  
Beaumont, TX 77701  
Tel: 409-835-8461  
Cell: 409-351-1331

### **Air Conditioning Repair**

Big-O Air Conditioning & Heating  
1370 Lavaca  
Beaumont, TX 77705  
Tel: 409-833-4817  
Cell: 409-656-0827

J&W A/C Heating  
Ivory Joe Harris  
5465 Emerald Dr.  
Beaumont, TX 77705  
Tel: 409-842-2389

Jon D. Welch  
Coushatta  
P.O. Box 13071  
Beaumont, TX 77726  
Tel: 409-899-2552  
Email: [jon@coushatta-services.com](mailto:jon@coushatta-services.com)  
Website: [www.coushatta-services.com](http://www.coushatta-services.com)

LanLos Appliance & Air Conditioning Repair  
P.O. Box 5513  
Beaumont, TX 77726  
Tel: 409-724-4101

Villery's  
Refrigeration & Air Conditioning Service  
Tel: 409-838-2233

**Barbecue/ Caterers**

Charlie Dean  
Dean's Bar-B-Q & Catering  
805 Magnolia  
Beaumont, TX 77701  
Tel: 409-835-7956

Eugene Sam  
Tillmans Barbecue Pit  
1104 Sherman St  
Beaumont, TX 77701  
Tel: 409-838-5592

Gerard's Barbecue Diner  
3730 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-9135

Jack Patillo Barbecue  
2775 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-833-3154

Leonard Broussard  
Broussard's Bar-B-Q  
2930 S. 11<sup>th</sup> Street  
Beaumont, TX 77701  
Tel: 409-842-1221

\*Mouton's Catering  
3845 Washington Blvd  
Beaumont, TX 77705  
Tel: 409-842-4933



**Carpet/ Flooring**

\*Alton & Michelle Babineaux  
 Bab's Carpet  
 4940 Highland Ave.  
 Beaumont, TX 77705  
 Tel: 409-833-7484  
 Fax: 409-790-4218

Delores Fruge  
 Power Stretch Carpet  
 502 S. 4<sup>th</sup> St.  
 Beaumont, TX 77701  
 Home: 409-832-8626  
 Cell1: 409-617-1862  
 Cell2: 409-338-9907  
 Fax: 409-833-3230

Raymon and Sharonne Morris  
 Morris and Morris Floor Covering  
 4515 Ironton  
 Beaumont, TX 77703  
 Home: 409-833-5011  
 Tel: 409-553-9861

**Computer Service & Repair**

Chris Martin  
 601 Woodworth  
 Port Arthur, TX 77642  
 Tel1: 409-982-3528  
 Tel2: 409-982-3529

David Leaven / Marcus Frank  
 F & L Computer Solutions  
 P.O. Box 328-A  
 Winnie, TX 77665  
 Tel: 409-351-1256

**Consultant**

Felicia Young, Owner  
 Five Star Business Solutions  
 Tel: 409-466-6038

**Contractors /Construction Services/Community Development/  
Home Builders**

Al Armstrong  
SEATECH  
3227 Highland Ave  
Beaumont, TX 77701  
Tel: 409-350-5620

Albert Ceaser  
CMM Construction  
Tel 409-842-1250

Arthur Limbrick, Sr.  
Lim Construction, Inc.  
Commercial & Residential Building  
4935 Fannett Road  
Beaumont, TX 77705  
Tel: 409-842-9765  
Fax: 409-842-9141  
Cell: 409-338-0832

\*Bruce's General Construction, Inc.  
1175 Reynolds Rd  
Beaumont, TX 77707  
Tel: 409-866-6245

Celestine's Construction  
510 Palm St.  
Beaumont, TX 77705  
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*Christene Sonnier	
Coastal Industrial Services, Inc.	
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Port Neches, TX 77651	Port Arthur, TX 77640
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Cornelius Harris  
Alamo Contractors

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Don LaFleur Construction & Homes  
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Donald Ray Wise



Wise Barricades  
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Joe Wheaton Construction Co.

Johnny Casmore  
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\*Kenny Timms  
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Mr. Matt Hopson  
Southeast TX Community Development  
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Beaumont, TX 77701  
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Email: [mhopson@setcdc.org](mailto:mhopson@setcdc.org)

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Ms. Mary Randall  
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Ories Holmes Construction  
Tel: 409-842-3943

Paul Buxie  
Buxie Builders  
Tel: 409-833-2028

Perkins brown  
Brown Fencing & construction  
Tel: 409-833-1533

R. Anthony Lewis II  
Custom Home Design & Building  
Tel: 409-839-4735

Ray Marsh  
 RAM Contracting Services  
 Tel: 214-597-0541  
 Email: ray@rammep.com

Richard Gilbert / Bruce Dunbar  
 Owner / Superintendent  
 GP Realty Building Co.  
 648 Orleans  
 Beaumont, TX 77701  
 Richard Tel: 281-895-7773  
 Bruce Tel: 409-454-6356  
 Fax: 409-835-6775

\*Roosevelt Petry  
 GP Industrial Contractors, Inc.  
 rpetry@gpic2000.com  
 Port Arthur, TX 77640  
 Tel: 281-850-8889

Steve Andrus  
 Andrus Construction  
 Beaumont, TX 77703  
 Home: 409-835-4397  
 Work: 409-835-8629  
 Cell: 409-466-1860

William Kenebrew, Sr.  
 Kenebrew Masonary  
 Tel: 409-866-3310

### **Commodities**

\*Loma George  
 LG Supplies  
 9545 Riggs Street  
 Beaumont, TX 77707  
 lomageorge@att.net  
 Tel: 409-782-4086

### **Copy Services**

Jeanette Rideau  
 Reliable Copy Service  
 2498 Washington Blvd -B  
 Beaumont, TX 77705  
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 Fax: 409-838-0064  
 Email: jeanetteRCS@sbcglobal.net



**Council**

Beverly L. Hatcher- President  
 Golden Triangle Minority Council, Inc.  
 P.O. Box 21664  
 Beaumont, TX 77720-1664  
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 Fax: 409-898-8077  
 Email: [gtmbc@ih2000.net](mailto:gtmbc@ih2000.net)  
 Website: [www.gtmbc.com](http://www.gtmbc.com)

**Electrical/ Mechanical Contractors**

Calvin Walker  
 Walker's Electric Company  
 2916 Magnolia Street  
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 Tel: 409-212-9244  
 Fax: 409-212-9245

\*Gregory T. Johnson, Sr.  
 GJETCO  
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 Beaumont, TX 77720  
 Tel: 409-866-3829  
 Fax: 409-866-6962

\*Joseph C. Ledet, III  
 Ledet Electrical Services  
 Tel: 409-896-5471  
 Cell: 409-791-1366

Ray Marsh  
 RAM Electrical & Mechanical Contractors  
 3467 Elinor  
 Beaumont, TX 77705  
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 Fax: 972-539-2422  
 Email: [ray@ram4mep.com](mailto:ray@ram4mep.com)

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 304 Pearl Street  
 Beaumont, TX 77701  
 Tel: 409-839-8045  
 Fax: 409-835-0774  
 Email: [imogene.chargois@setworks.org](mailto:imogene.chargois@setworks.org)

\*Luis G. Silva  
 Silva Employment Network  
 2901 Turtle Creek Drive, Suite 205  
 Port Arthur, TX 77642  
 Tel: 409-727-4024  
 Fax: 409-727-4094  
 Email: [lgsilva1940@aol.com](mailto:lgsilva1940@aol.com)

**Energy**

Syed Mohiuddin  
 Apex Petroleum & Energy Xpress, LLC  
 The Apex Plaza  
 9100 SW Freeway, Suite 201  
 Houston, TX 77074  
 Tel: 713-541-2755  
 Fax: 713-541-5535  
 Website: [www.syed@apexgroupofcompaines.com](http://www.syed@apexgroupofcompaines.com)

**Engineers**

\*Andy Chica  
 Chica & Associates Inc.  
 595 Orleans, Suite 508  
 Beaumont, TX 77701  
 Tel: 409-833-4343

Sina K. Nejad, P.E.  
 Sigma Engineers, Inc.  
 4099 Calder Avenue  
 Beaumont, TX 77706  
 Tel: 409-898-1001  
 Fax: 409-898-3420  
 Email: [mail@sigmaengineers.com](mailto:mail@sigmaengineers.com)



**Environmental**

Bennard L. Nelson, Jr.  
 Legacee Environmental  
 6001 Savoy, Suite 204  
 Houston, TX 77035  
 Tel: 713-218-8647  
 Fax: 713-218-8649  
 Email: [bnelson@legaceenvironmental.com](mailto:bnelson@legaceenvironmental.com)

\* Tiffany Liepke, President  
 Chemical and Petrochemical Inspections L.P.  
 5300 39<sup>th</sup> Street – P.O. Box 387  
 Groves, TX 77619  
 409-962-1318  
 Mobile: 409-460-0484  
 Email: [liepke@cpilaboratory.com](mailto:liepke@cpilaboratory.com)  
 Website: [cpilaboratory.com](http://cpilaboratory.com)

**Florists- Retail**

Mr. Walter McCloney  
 McCloney Florist  
 2690 Park St  
 Beaumont, TX 77701  
 Tel: 409-838-6861  
 Fax: 409-838-0085  
 Email: [waltermccloney@sbcglobal.net](mailto:waltermccloney@sbcglobal.net)

**Home Repair & Maintenance**

Clinton Ford  
 Clint's Maintenance and Repairs  
 8345 Lawrence Drive  
 Beaumont, TX 77708  
 Tel: 409-899-4547

**Industrial Consultant**

B.D. Belvin and Assoc.  
 Consulting Business Development  
 9692 Westhiemer Rd., Suite 83  
 Houston, TX 77063  
 Tel: 512-789-8178  
 Email: [david@bdbelvin.com](mailto:david@bdbelvin.com)  
 Website: [www.bdbelvin.com](http://www.bdbelvin.com)

Glenn J. Walters  
 Home Sweet Home Enterprise, Inc.  
 5212 Culpepper PL  
 Wesley Chapel, FL 33544  
 Tel: 813-907-9499  
 Cell: 813-503-8896  
 Fax: 813-994-9557  
 Email: [glennjwalters@aol.com](mailto:glennjwalters@aol.com)

### **Insurance**

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 1120 Woodworth Blvd.  
 Port Arthur, TX 77640  
 Tel: 409-982-1200  
 Fax: 409-982-1300  
 Email: [bholmes@farmeragent.com](mailto:bholmes@farmeragent.com)

Byron Lewis  
 LRC Insurance, Inc.  
 190 S. Dowlen Road  
 Beaumont, TX 77707  
 Tel: 409-866-7073  
 Cell: 409-466-3664  
 Email: [lrcinsurance@yahoo.com](mailto:lrcinsurance@yahoo.com)

Charles E. Taylor  
 Farmers Insurance Group  
 3355 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-842-8300  
 Home: 409-866-8412  
 Email: [mrcharlestaylor@cs.com](mailto:mrcharlestaylor@cs.com)

O'Dell E. Harmon  
 A & M Marketing  
 595 Orleans, Suite 1128  
 Beaumont, TX 77701  
 Tel: 409-466-2533  
 Email: [odharm21@yahoo.com](mailto:odharm21@yahoo.com)  
 Website: [www.coloniallife.com](http://www.coloniallife.com)

Lora Brooks Francis  
 Insurance Medical Services, Inc.  
 8100 Lemon Tree Court  
 Port Arthur, TX  
 Tel & Fax: 409-722-0077

Cell: 409-289-0945

Mark A. Williams  
 Protectors Insurance & Financial Services  
 2600 South Loop West, Suite 520  
 Houston, TX 77054  
 Tel: 832-347-6080  
 Fax: 713-660-9977  
 Email: [mwilliams@protectorinsurance.com](mailto:mwilliams@protectorinsurance.com)

Mr. Lawrence Evans  
 Farmers Insurance Co.  
 3355 Washington Blvd.  
 P.O. Box 22897  
 Beaumont, TX 77720  
 Tel: 409-842-8300  
 Fax: 409-842-8304  
 Email: [levansinsurance@msn.com](mailto:levansinsurance@msn.com)

Tarik Cooper  
 Frank and Cooper, Inc.  
 125 IH 10 North Street, Suite 410  
 Beaumont, TX 77707  
 Tel: 409-284-5341  
 Cell: 409-939-0247

Thelma Jefferson  
 Discount Medical & Dental  
 5125 Folsom  
 Beaumont, TX 77706  
 Tel1: 409-899-9194  
 Tel2: 409-4661822  
 Email: [cautiousscenery@aol.com](mailto:cautiousscenery@aol.com)

### **Investment**

Connie D. Gist  
 EdwardJones  
 4414 Dowlen Road, Suite 102  
 Beaumont, TX 77706  
 Tel1: 409-896-5852  
 Toll Free1: 888-368-2620  
 Toll Free2: 888-898-7188  
 Website: [www.edwardjones.com](http://www.edwardjones.com)



**Lawn Care**

Ava S. Hamilton  
 B & A Lawn Care Service  
 P.O. Box 22855  
 Tel1: 409-866-9399  
 Tel2: 409-651-9955  
 Tel3: 409-651-9954

\*Michael Alfred  
 The Garden of Gethsemane  
 Tel: 409-842-2773

**Logistic**

\*Ray Deshotel  
 Beaumont Warehouse-Transportation  
 P.O. Box 20477  
 Beaumont, TX 77720  
 Tel: 409-883-9997  
 Fax: 409-883-4208  
 Cell: 409-299-0053  
 Email: [ldeshotel@pnx.com](mailto:ldeshotel@pnx.com)

**Maintenance**

Kenny L. Tims, Sr.- President  
 KT Maintenance Company, Inc.  
 800 Proctor Street  
 Port Arthur, TX 77640  
 Tel: 409-982-9952  
 Fax: 409-982-4851  
 Email: [kenny.tims@ktmaintenance.com](mailto:kenny.tims@ktmaintenance.com)

**Misc.**

Clarence C. Jones  
 M&R Cleaning Services  
 Tel: 409-833-4535

Delois Roy  
 Art World  
 Tel: 409-892-7638

J.M. Kaufman  
J.M. Kaufman Materials Co.  
Tel: 409-985-4906

James Holmes  
James Holmes Enterprises, Inc.  
Tel: 409-842-3685

\*Toni Prados  
Area Impressions Caps & T's  
Tel: 409-833-4561  
Email: bprados@swbell.net

### **Office Supply**

Howard Giron  
Select Business Products  
P.O. Box 22741  
Beaumont, TX 77720  
Tel: 409-866-3224  
Fax: 409-866-1401

### **Pest Control**

Colton (Bubba) Moore, Owner  
Moore Superior Pest Control, Inc.  
Tel: 409-899-1799

### **Petroleum Testing/Marine Barge/Ship Inspection**

\* Tiffany Liepke, President  
Chemical and Petrochemical Inspections L.P.  
5300 39<sup>th</sup> Street – P.O. Box 387  
Groves, TX 77619  
409-962-1318  
Mobile: 409-460-0484  
Email: [liepke@cpilaboratory.com](mailto:liepke@cpilaboratory.com)  
Website: [cpilaboratory.com](http://cpilaboratory.com)

### **Photography**

Harold's Photography  
2705 S. Fourth St  
Beaumont, TX 77705



Tel: 409-794-5376  
 Fax: 409-842-4143  
 Email: [haynes.haynes@sbcglobal.net](mailto:haynes.haynes@sbcglobal.net)

Johnny Beatty Barry  
 Photographer & Videographer  
 2906 Roberts St.  
 Beaumont, TX 77701  
 Tel: 409-842-3903

Sonny Perkins  
 Sonny's Video  
 2290 Morrison  
 Beaumont, TX 77701  
 Tel: 409-832-9380

### **Plumbing**

A.J.  
 Martha's Sewage and Drainage Service  
 2370 Columbia Street  
 Beaumont, TX 77701  
 Tel: 409-833-2796

Charles chevis  
 Joe Simon Plumbing & Heating  
 Tel: 409-842-0490

### **News/ Media/ Publications**

Angel San Juan  
 KFDM 6 & WB 10 KWBB  
 P.O. Box 7128  
 Beaumont, TX 77726-7128  
 Tel: 409-895-4661  
 Fax: 409-892-7305  
 Email: [angels@kfdm.com](mailto:angels@kfdm.com)

Helen Hunter Tubbs  
 Spotlight Magazine  
 P.O. Box 41203  
 Beaumont, TX 77725  
 Tel: 409-832-3494  
 Fax: 409-832-6171

Jesse Samuels, Sr.  
 Cumulus

755 S. 11<sup>th</sup> Street, Suite 102  
 Beaumont, TX 77701  
 Tel: 409-833-9421  
 Fax: 409-833-9296  
 Home: 409-983-5404

Jessie Haynes  
 NAC Publishing- 10 Stupid Things  
 P.O. Box 22577  
 Beaumont, TX 77720  
 Tel: 409-838-2222

Mr. A. B. Bernard  
 BGI Enterprise  
 PO Box 22077  
 Beaumont, TX 77720-2077  
 Tel: 409-833-0303  
 Fax: 409-833-0744

Ms. Vicke Frank  
 KZZB Radio  
 2531 Calder Ave.  
 Beaumont, TX 77702  
 Tel: 409-833-0990  
 Fax: 281-424-7588

Tracie Payne  
 CUSH Magazine  
 P.O. Box 22197  
 Beaumont, TX 77720  
 Tel: 409-212-1111  
 Website: [www.cush.com](http://www.cush.com)

### **Purchasing/ Procurement**

Odell Wynn  
 WGN Procurement  
 2626 South Loop West, Suite 545  
 Houston, TX 77054  
 Tel: 713-857-8359

### **Real Estate**

Dr. Kevin Moulton  
 Synergy International Realty  
 2955 Laurel St.  
 Beaumont, TX 77702

Tel: 409-835-1111  
Fax: 409-866-5463  
Email: [drvinnie@sbcglobal.net](mailto:drvinnie@sbcglobal.net)

Kim Fenner  
ERA Team REALTORS  
2396 Eastex Freeway  
Beaumont, TX 77703  
Tel: 409-898-0701  
Fax: 409-898-8591  
Cell: 409-893-0735  
Email: [kim.fenner@era.com](mailto:kim.fenner@era.com)  
Website: [www.erateamrealtors.com](http://www.erateamrealtors.com)

Mr. Pat Gibbs  
G-Team Real Estate  
3229 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-832-2500  
Fax: 409-832-2515  
Email: [phgibbs@sbcglobal.net](mailto:phgibbs@sbcglobal.net)

Mrs. Dee Richard Chavis  
Dee Richard Real Estate  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-839-4580  
Fax: 409-839-4395  
Email: [drealestate@gt.rr.com](mailto:drealestate@gt.rr.com)

Mrs. Patricia Beckett White  
Dee Richard Real Estate  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-839-4580  
Fax: 409-839-4395  
Email: [drealestate@gt.rr.com](mailto:drealestate@gt.rr.com)

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Tel: 409-839-4580  
Fax: 409-839-4395

Email: [drealestate@ft.rr.com](mailto:drealestate@ft.rr.com)

Mrs. Willie Mae Thomas  
 Five Brothers Investments  
 6140 W. Windemere Dr.  
 Beaumont, TX 77713  
 Tel: 409-898-4100  
 Cell: 409-201-0777  
 Fax: 409-898-4090  
 Email: [grannysboy4@yahoo.com](mailto:grannysboy4@yahoo.com)

Walter Kyles, Jr. & Co.  
 Insurance- Real Estate- Construction  
 2875 Washington Blvd  
 Beaumont, TX 77705  
 Tel: 409-842-3444  
 Fax: 409-842-9770  
 Cell: 409-338-1365  
 Email: [kyles@aol.com](mailto:kyles@aol.com)

### **Restaurants**

Floyd & Carol Dixon  
 Southern Delight Restaurant  
 3195 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-840-5025

Frank Owens, Proprietor  
 Dairy Queen  
 3755 College St.  
 Beaumont, TX 77701  
 Tel: 409-838-4723

Nolan Hines, Jr.  
 Taste of Orleans  
 672 Orleans St.  
 Beaumont, TX 77701  
 Tel: 409-833-9460  
 Cell: 409-553-4632  
 Fax: 409-833-9470  
 Website: [www.tasteoforleansonline.com](http://www.tasteoforleansonline.com)

### **Roofing**

John & Lawrence  
 Norman & Norman Roofing  
 Beaumont, TX



John Tel: 409-454-8586  
Lawrence Tel: 409-838-4266

### **Sanitary Supply**

Armstead Price, Owner  
MVP Janitorial Inc.  
5430 Concord Road, Suite A  
P.O. Box 22961-2961  
Beaumont, Tx 77720  
Tel: 409-347-4100  
Cell: 409-454-5100

\*S and S – Enterprises  
PO Box 1983  
Beaumont, TX 77704  
Tel: 409-842-0594  
Fax: 409-842-0594  
Pager: 409-726-3624

The Invisible Armor  
Tammy Powell  
P.O. Box 22492  
Beaumont, TX 77720  
Tel: 409-840-9801  
Fax: 409-840-9815  
Email: [www.iarmor.net](http://www.iarmor.net)

### **Trophies**

\*Harold Williams & Sherrie Charles  
AAA Trophy Shop & Etc.  
4570 Highland Ave  
Beaumont, TX 77705  
Tel: 409-651-6050  
Fax: 409-842-6473  
Email: [aaatrophysshop@yahoo.com](mailto:aaatrophysshop@yahoo.com)

### **Trucking/Heavy Hauling**

Alex J. Jeanmard  
J&J Trucking  
Tel: 409-833-3026

Erwin Charles  
Charles Trucking  
Tel: 409-835-5805

Delisa Bean  
 Dawn Express  
 2005 Broadway, Suite 113  
 Beaumont, TX 77702  
 Tel: 409-212-8222

Frank Patillo  
 Frank Patillo Trucking  
 Tel: 409-833-0804

Gerald Castille  
 G&S Trucking & Mowing  
 Tel: 409-832-8347

Chris Gobert  
 Gobert Trucking Company  
 Tel: 409-838-5079

Jerry P. Bernard  
 Bernard's Trucking  
 Tel: 409-842-1259

Joseph Charles  
 J&P Trucking  
 Tel: 409-835-3119

Mrs. Shelia M. Mire  
 W&S Mire Trucking

Roland Eaglin  
 Roland Eaglin Trucking  
 Tel: 409-835-0100

#### **Wrecker Services**

Mr. Chuck Guillory  
 Chuck's Wrecker Service  
 2945 Blanchette Service  
 Beaumont, TX 77701  
 Tel: 409-832-8228  
 Fax: 409-833-8348

Tommy Guillory  
 Guillory's Wrecker Services  
 4020 Fannett Rd  
 Beaumont, TX 77705  
 Tel: 409-842-5106  
 Bernard Simon

Mirror Shine & Shoe Repair  
657 Park  
Beaumont, TX 77701  
Tel: 409-835-5722

Jefferson County Courthouse  
P.O. Box 4025  
Beaumont, Texas 77704



Office (409) 835-8442  
Fax (409) 835-8628  
eddiearnold@co.jefferson.tx.us

*Eddie Arnold*  
*Jefferson County*  
*Commissioner Pct. #1*

December 4, 2017

Loma George  
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following item on the agenda for Jefferson County Commissioners' Court meeting scheduled for December 18, 2017.

Consider and possibly approve exempting the following groups from paying for security during their scheduled events for the year 2018, Dispute Resolution Center, Jefferson County Bar Association, Jefferson County Democratic Party, Jefferson County Republican Party, Jefferson County Libertarian Party, Jefferson County Green Party, Election School, Jefferson County Clerk's office for meetings and training related to Elections, Jefferson County Coalition for Victims of Crime, Family Services, Jefferson County Deputy Constable Association and Jefferson County District Clerk's office for Passport Day. The security expense will be paid via budgeted funds.

Thank you,

A handwritten signature in blue ink, reading "Eddie Arnold", is written over the printed name.

Eddie Arnold  
County Commissioner, Pct. #1



Jefferson County Courthouse  
P.O. Box 4025  
Beaumont, Texas 77704



Office (409) 835-8442  
Fax (409) 835-8628  
eddiearnold@co.jefferson.tx.us

**Eddie Arnold**  
Jefferson County  
Commissioner Pct. #1

December 6, 2017

Loma George  
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following agenda item on the Jefferson County Commissioners' Court Agenda under County Commissioners for December 18, 2017.

Consider and possibly approve, execute, receive and file the reappointment of Hoyt Simmons as Commissioner to the Jefferson County Emergency Services District #1 (J.C.E.S.D. #1) Board of Commissioners effective January 1, 2018. Appointment by Commissioner Arnold.

Thank you,

A handwritten signature in cursive script that reads "Eddie Arnold".

Eddie Arnold  
County Commissioner, Pct. #1

Jefferson County Courthouse  
P.O. Box 4025  
Beaumont, Texas 77704



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Office (409) 835-8442  
Fax (409) 835-8628  
eddiearnold@co.jefferson.tx.us

**Eddie Arnold**  
**Jefferson County**  
**Commissioner Pct. #1**

December 6, 2017

Loma George  
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following agenda item on the Jefferson County Commissioners' Court Agenda under County Commissioners for December 18, 2017.

Consider and possibly approve, execute, receive and file the reappointment of Karl Wadenpfohl, Jr. as Commissioner to the Jefferson County Emergency Services District #1 (J.C.E.S.D. #1) Board of Commissioners effective January 1, 2018. Appointment by Commissioner Arnold.

Thank you,

A handwritten signature in black ink, appearing to read "Eddie Arnold", is written over a horizontal line.

Eddie Arnold  
County Commissioner, Pct. #1



Jefferson County Courthouse  
P.O. Box 4025  
Beaumont, Texas 77704



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eddiearnold@co.jefferson.tx.us

**Eddie Arnold**  
**Jefferson County**  
**Commissioner Pct. #1**

December 11, 2017  
Loma George  
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following agenda item on the Jefferson County Commissioners' Court Agenda under County Commissioners for December 18, 2017.

Consider and possibly approve, execute, receive and file the appointment of Mark Zambardino as Commissioner to the Jefferson County Emergency Services District #1 (J.C.E.S.D. #1) Board of Commissioners effective January 1, 2018. Appointment by Commissioner Arnold.

Thank you,

A handwritten signature in black ink, appearing to read "Eddie Arnold", is written over a faint, large, light-colored watermark or stamp that is partially visible in the background.

Eddie Arnold  
County Commissioner, Pct. #1

Jefferson County Courthouse  
P.O. Box 4025  
Beaumont, Texas 77704



RECEIVED DEC 11 2017

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Fax (409) 835-8628  
eddiearnold@co.jefferson.tx.us

*Eddie Arnold*  
*Jefferson County*  
*Commissioner Pct. #1*

December 6, 2017

Loma George  
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following agenda item on the Jefferson County Commissioners' Court Agenda under County Commissioners for December 18, 2017.

Consider and possible approve, execute, receive and file the reappointment of Brandon M. Rose as Commissioner to the Jefferson County Emergency Services District #3 (J.C.E.S.D. #3) Board of Commissioners effective January 1, 2018. Appointment by Commissioner Arnold.

Thank you,

A handwritten signature in cursive script that reads "Eddie Arnold".

Eddie Arnold  
County Commissioner, Pct. #1



RECEIVED DEC 11 2017

Jefferson County Courthouse  
P.O. Box 4025  
Beaumont, Texas 77704



Office (409) 835-8442  
Fax (409) 835-8628  
eddiearnold@co.jefferson.tx.us

**Eddie Arnold**  
*Jefferson County*  
*Commissioner Pct. #1*

December 6, 2017

Loma George  
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following agenda item on the Jefferson County Commissioners' Court Agenda under County Commissioners for December 18, 2017.

Consider and possibly approve, execute, receive and file the reappointment of Terence Simon as Commissioner to the Jefferson County Emergency Services District #3 (J.C.E.S.D. #3) Board of Commissioners effective January 1, 2018. Appointment by Commissioner Arnold.

Thank you,

A handwritten signature in cursive script that reads "Eddie Arnold".

Eddie Arnold  
County Commissioner, Pct. #1

**AGENDA ITEM****December 18, 2017**

Consider and possibly approve a RESOLUTION REGARDING REQUEST OF TRP CRUDE MARKETING, LLC FOR THE ISSUANCE OF ONE OR MORE SERIES OF INDUSTRIAL DEVELOPMENT REVENUE BONDS AND INDUCEMENT THEREOF; AUTHORIZING THE FILING OF ONE OR MORE APPLICATIONS FOR REQUIRED DESIGNATIONS OR ALLOCATION OF VOLUME CAP; AND AUTHORIZING OTHER ACTIONS, REQUESTS, APPROVALS AND CONSENTS RELATED THERETO.



## RESOLUTION \_\_\_\_\_

RESOLUTION REGARDING REQUEST OF TRP CRUDE MARKETING, LLC FOR THE ISSUANCE OF ONE OR MORE SERIES OF INDUSTRIAL DEVELOPMENT REVENUE BONDS AND INDUCEMENT THEREOF; AUTHORIZING THE FILING OF ONE OR MORE APPLICATIONS FOR REQUIRED DESIGNATIONS OR ALLOCATION OF VOLUME CAP; AND AUTHORIZING OTHER ACTIONS, REQUESTS, APPROVALS AND CONSENTS RELATED THERETO

WHEREAS, the Jefferson Industrial Development Corporation (the "Corporation") is authorized by the Development Corporation Act of 1979, Article 5190.6, Vernon's Annotated Texas Civil Statutes, as it has been or may be amended (the "Act"), including Section 4B of the Act, to issue revenue bonds for the purpose of paying all or part of the cost of a "project," as defined (or to be defined) in the Act, and to sell or lease the project to others or to loan the proceeds of the bonds to others to finance all or part of the cost of the project; and

WHEREAS, TRP Crude Marketing, LLC or an affiliate thereof or a related person thereto (the "User"), desires to finance the Project (as hereinafter defined) with the proceeds of revenue bonds of the Corporation (the "Bonds") which Bonds will repaid by the User upon terms and conditions in accordance with the Enabling Act and the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited Section 144 of the Code relating to qualified small issue bonds; and

WHEREAS, the Corporation reasonably expects to authorize the issuance and sale of its tax-exempt obligations and its taxable obligations, to the extent permitted by law, to provide funds to defray all or part of the cost of acquiring, constructing, rehabilitating, developing, improving and equipping certain capital improvements, infrastructure, land and equipment and pay related financing costs with respect to storage and refinery facilities that constitute industrial or other facilities eligible under the Act and are located in Jefferson County, Texas, as more particularly described in Exhibit A hereto, which may constitute one or more projects (collectively, the "Project"), any of such facilities to be constructed or owned by or to be leased or sold to the User; and

WHEREAS, the User has made payments with respect to the acquisition, construction, rehabilitation, development, improvement and equipping of the Project and expects to make additional payments in the future and desires that it be reimbursed for such payments and other costs associated with the Project from the proceeds of one or more series of tax-exempt or taxable obligations to be issued by the Corporation subsequent to the date hereof; and

WHEREAS, the Corporation desires to reimburse the User for some or all of the costs associated with the Project, but solely from and to the extent, if any, of the proceeds of tax-exempt or taxable obligations to be issued subsequent to the date hereof; and

WHEREAS, at the request of the User, the Corporation reasonably expects to incur debt in the form of tax-exempt obligations for purposes of paying the costs of the Project; and



WHEREAS, at the request of the User, the Corporation may issue one or more series of Bonds in the form of taxable obligations for purposes of paying costs of the Project; and

WHEREAS, the Unit has authorized and approved creation of the Corporation to act on behalf of the Unit for the public purposes described in the Act; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE JEFFERSON INDUSTRIAL DEVELOPMENT CORPORATION THAT:

**Section 1.** The Corporation reasonably expects to reimburse the User for all costs ("Costs of the Project") that have been or will be paid subsequent to the date that is 60 days prior to the date hereof in connection with the acquisition, construction, rehabilitation, development, improvement and equipping of the Project, to the extent permitted by law, from the proceeds of one or more series of tax-exempt or taxable obligations to be issued from time to time subsequent to the date hereof (collectively, the "Bonds"), in an amount which is reasonably estimated to be sufficient: (a) to fund one or more loans to provide financing for the acquisition, construction, rehabilitation, development, improvement and equipping of the Project, including reimbursing the User for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof in connection with the acquisition, construction, rehabilitation, development, improvement and equipping of the Project; (b) to pay for capitalized interest, if any, on the Bonds; (c) to fund certain reserves, if any, for the benefit of the holders of the Bonds or for the benefit of the Project; and (d) to pay certain costs incurred in connection with the issuance of the Bonds.

**Section 2.** Based on representations of the User, the Corporation reasonably expects that (i) the maximum principal amount of debt issued to reimburse the User for the Costs of the Project will not exceed \$10,000,000; and (ii) the Project will contribute to the economic growth or stability of the Unit, is required or suitable for the development, retention or expansion of industrial facilities and will create or retain "Primary Jobs" (as currently defined in the Act).

**Section 3.** As induced hereby, the User may commence or continue with the acquisition, construction, rehabilitation, development, improvement and equipping of the Project, which Project will be in furtherance of the public purposes of the Corporation and the Unit as aforesaid, and the User has provided or will provide, or cause to be provided, at its expense, the necessary interim financing to expedite the commencement of the acquisition, construction, rehabilitation, development, improvement and equipping of the Project. On or prior to the issuance of the Bonds, the User will enter into one or more purchase, lease or loan agreements on an installment payment basis with the Corporation under which the Corporation will sell or lease the Project to the User or make one or more loans to the User for the purpose of reimbursing the User for the Costs of the Project and the User will make installment payments sufficient to pay the principal of and premium (if any) and interest on the Bonds. The Bonds shall never constitute an indebtedness or pledge of the faith and credit of the State, of the Unit or of any other political corporation, subdivision or agency of the State within the meaning of any State constitutional or statutory provision, and the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other funds of the Unit, and shall be payable from the funds of the Corporation derived from or in connection with the sale or lease of the Project or the loan of the proceeds of the Bonds.



**Section 4.** On receipt of the opinion of Hunton & Williams LLP or other nationally recognized bond counsel acceptable to the Corporation, that interest paid on the Bonds, as applicable, is exempt from federal income taxation, and satisfaction of such other conditions as may be imposed by the Corporation, the Corporation hereby agrees to issue, pursuant and subject to the terms of the Act, the Bonds, or from time to time the portion thereof as may be the subject of an opinion as aforesaid, in an appropriate principal amount not exceeding that which is the subject of an opinion as aforesaid, maturing in such amount and times, bearing interest at the rates, payable on the dates and having such optional and mandatory redemption features and prices as are approved in writing by the User. The Corporation will deliver the Bonds to the purchaser designated by the User and will cooperate to the fullest extent in facilitating delivery of the Bonds. The agreement of the Corporation to issue the Bonds on a tax-exempt basis is specifically subject to the ability of the Corporation to issue such Bonds in compliance with the designation provisions of the Code.

**Section 5.** The Bonds may be issued in one or more series from time to time as the User shall request in writing; provided, however, that the Bonds may be issued only in an aggregate principal amount that will not exceed the amount which is the subject of the opinion described in Section 4 above. A request in writing for issuance of one or more series of Bonds shall not affect the obligation hereunder of the Corporation to issue the remaining Bonds as written requests therefor are received. The proceeds of the Bonds or portions thereof whether or not issued in a series, any of which are to be issued as a tax-exempt obligation, shall not be invested so as to cause such Bonds or any portion thereof to be arbitrage bonds within the meaning of Section 148 of the Code, and applicable regulations promulgated pursuant thereto.

**Section 6.** Subject to the requirements of applicable law, including but not limited to the Enabling Act, and the conditions set forth in Sections 2 and 4 above, the Bonds may also be issued as taxable obligations in one or more series from time to time as the User may request of the Corporation in writing.

**Section 7.** The payment of the principal of and premium, if any, and interest on the Bonds shall be made solely from moneys realized from the Project or from moneys realized from the loan of the proceeds of the Bonds to reimburse the User or otherwise provide for Costs of the Project.

**Section 8.** The Costs of the Project may include any cost of acquiring, constructing, rehabilitating, developing, improving and equipping the Project, subject to the limitations of the Code and the Enabling Act. The User shall(i) be responsible for and pay any Costs of the Project incurred by it prior to issuance of the Bonds and will pay all Costs of the Project which are not or cannot be paid or reimbursed from the proceeds of the Bonds and(ii) at all times, indemnify and hold harmless the Corporation, its Board of Directors, and, if applicable, the Office of the Governor, Economic Development and Tourism Division against all losses, costs, damages, expenses and liabilities of whatsoever nature (including but not limited to attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of or related to the issuance, offering, sale or delivery of the Bonds, or the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Project.



**Section 9.** Neither the User nor any other party is entitled to rely on this Resolution as a commitment to loan funds, and the Corporation reserves the right not to issue the Bonds either with or without cause and with or without notice, and in such event the Corporation shall not be subject to any liability or damages of any nature. Neither the User nor any one claiming by, through or under the User shall have any claim against the Corporation whatsoever as a result of any decision by the Corporation not to issue the Bonds.

**Section 10.** The Corporation acknowledges that financing of all or any part of the Project may be undertaken by any company or partnership that is a "related person" to the User within the meaning of the Code and applicable regulations promulgated pursuant thereto, including any entity controlled by or affiliated with the User and that upon completion the Project may be leased to an affiliate of the User.

**Section 11.** This Resolution constitutes the Corporation's official intent for expenditures on Costs of the Project which will be reimbursed out of the issuance of the Bonds that are tax-exempt obligations within the meaning of Section 1.150-2 of the Treasury Regulations, and applicable rulings of the Internal Revenue Service thereunder, to the end that such Bonds issued to reimburse Costs of the Project may qualify for the exemption provisions of the Code, and that the interest on such Bonds will therefore be excludable from the gross income of any holder thereof under the provisions of Section 103(a) of the Code.

**Section 12.** For purposes of satisfying any public notice or hearing requirements, including those in Section 147 of the Code, that may be a condition to the issuance of the Bonds, the Corporation hereby authorizes its President or other Corporation officer to prepare and publish such public hearing notices, appoint or designate such public hearing officers as needed and conduct such public hearings, all in accordance with applicable law.

**Section 13.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 14.** The Board of Directors of the Corporation hereby finds, determines and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon.

**Section 15.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board of Directors.

**Section 16.** All resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

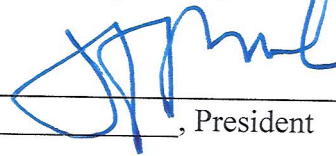
**Section 17.** If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board of

Directors hereby declares that this Resolution would have been enacted without such invalid provisions.

**Section 18.** All other actions taken, requests made, and approvals and consents given by any officer of the Corporation, heretofore or hereafter, that are consistent with the terms, purposes and intent of this Resolution are hereby authorized, ratified and confirmed.

**Section 19.** This Resolution shall become effective immediately.

PASSED AND APPROVED this 18<sup>th</sup> day of December 2017.

  
\_\_\_\_\_, President

ATTEST:

  
\_\_\_\_\_, Secretary





# Resolution

STATE OF TEXAS

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COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 18th day of December, 2017, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

## OPPOSING THE REMOVAL OF THE BROOKS ROAD OVERPASS ON INTERSTATE HIGHWAY 10

**WHEREAS**, the Texas Department of Transportation (TxDOT) will be making improvements along Interstate Highway 10 (IH-10) to meet the demands of increased traffic; and

**WHEREAS**, TxDOT has advised that, as part of their plans, they intend to remove the Brooks Road overpass; and

**WHEREAS**, TxDOT has invited comments regarding their proposed improvements which must be submitted by December 20, 2017;

**WHEREAS**, the Jefferson County Commissioners Court recognizes that the Brooks Road overpass is a vital route that should remain open during times of emergencies; and

**WHEREAS**, the Jefferson County Commissioners Court recognizes that the current Brooks Road overpass has served and continues to serve as a route vital to the economic development of property currently accessible by Brooks Road;

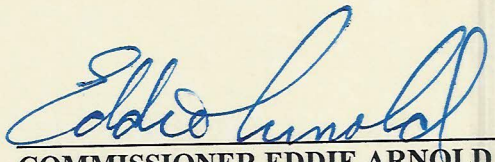
**WHEREAS**, the removal of the Books Road overpass will cause unnecessary travel times, expense and increase traffic congestion for those who have relied upon access by the overpass; and

**WHEREAS**, it is in the best interest of Jefferson County residents to maintain the Brooks Road overpass.

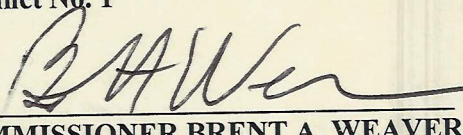
**NOW THEREFORE, BE IT RESOLVED THAT** TxDot reconsider the removal of the Brooks Road overpass and redesign their planned improvements to keep this vital route of travel open to our citizens.

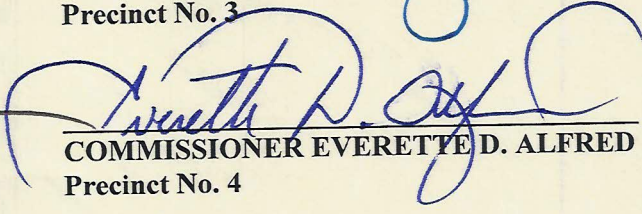
SIGNED this 18th day of DECEMBER, 2017.

  
JUDGE JEFF R. BRANICK  
County Judge

  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4







Joleen E. Fregia  
Chief Deputy  
E-Mail  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

Tim Funchess  
County Treasurer  
1149 Pearl Street – Basement  
Beaumont, Texas 77701

Office (409) 835-8509  
Fax (409) 839-2347  
E-Mail  
[tfunchess@co.jefferson.tx.us](mailto:tfunchess@co.jefferson.tx.us)

December 12, 2017

Judge Jeff R. Branick and  
Commissioners Court  
Jefferson County Courthouse  
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of November 30, 2017, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.526%. The interest rate on funds invested in an investment account at Wells Fargo is currently .30%.

The 90 day Treasury discount rate on November 30, 2017 was 1.239% and the interest on your checking accounts for the month of November was .30%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda December 18, 2017, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO  
Enclosure

Agenda should read:

Receive and File Investment Schedule for November, 2017,  
including the year to date total earnings on County funds.



JEFFERSON COUNTY  
MONTH END NOVEMBER 30, 2017 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE/COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT.)	
POOLED CASH ACCOUNT																	
INVESTMENT ACCT	01-Nov-17	\$7,741.13	\$7,741.13		100	0.300%	30-Nov-17	NONE	30	30	7580310386	WELLS FARGO	\$7,741.13				\$7,741.13
CDs and Securities																	
FNMA 1.375%	21-Jun-16	\$2,000,000.00	\$2,000,000.00		100	1.375%	21-Jun-19	21-Dec-16	568	1095	3136G3RD9	WELLS SECURITIES	\$1,984,740.00	\$99.24	\$12,222.22	\$13,750.00	\$1,996,962.22
FNMA 1.40%	21-Jun-16	\$2,000,000.00	\$2,000,000.00		100	1.400%	21-Jun-19	21-Dec-16	568	1095	3136G3RM9	NATIONAL ALLIANCE	\$1,983,660.00	\$99.18	\$12,444.44	\$14,000.00	\$1,996,104.44
FHLMC 1.25%	30-Sep-16	\$2,000,000.00	\$2,000,000.00		100	1.250%	30-Sep-19	30-Mar-16	669	1095	3134GAHW7	NATIONAL ALLIANCE	\$1,976,320.00	\$98.82	\$4,236.11	\$25,000.00	\$1,980,556.11
FHLMC 1.30%	18-Oct-16	\$2,000,000.00	\$2,000,000.00		100	1.300%	18-Oct-19	18-Jan-17	687	1095	3134GAPF5	NATIONAL ALLIANCE	\$1,965,560.00	\$98.28	\$3,105.56	\$26,000.00	\$1,968,665.56
FNMA 1.80%	16-Oct-17	\$2,000,000.00	\$2,000,000.00		100	1.800%	16-Oct-20	16-Apr-17	1051	1096	3136G4PQ0	COASTAL SECURITIES	\$1,984,060.00	\$99.20	\$4,500.00	\$0.00	\$1,988,560.00
FHLMC 1.95%	06-Nov-17	\$2,000,000.00	\$2,000,650.00		100	1.950%	05-Nov-20	05-Feb-18	1071	1095	3130ACLPT7	COASTAL SECURITIES	\$1,991,680.00	\$99.58	\$2,708.33	\$52,000.00	\$1,994,388.33
FHLMC 1.30%	23-Aug-16	\$4,000,000.00	\$4,000,000.00		100	1.300%	23-Aug-19	23-Jan-17	631	1095	3134GAAP1	COASTAL SECURITIES	\$3,959,400.00	\$98.99	\$14,155.56	\$52,000.00	\$3,973,555.56
FNMA 1.55%	27-Dec-16	\$2,000,000.00	\$2,000,000.00		100	1.550%	27-Dec-19	27-Jun-17	757	1095	3136G4JK0	NATIONAL ALLIANCE	\$1,976,500.00	\$98.83	\$13,261.11	\$0.00	\$1,989,761.11
FHLMC 1.70%	30-Jun-17	\$2,000,000.00	\$2,000,000.00		100	1.700%	29-Jun-20	29-Sep-17	942	1095	3134GBVT6	NATIONAL ALLIANCE	\$1,983,160.00	\$99.16	\$14,261.11	\$0.00	\$1,997,421.11
FHLMC 1.85%	24-Jul-17	\$2,000,000.00	\$2,000,000.00		100	1.850%	24-Jun-20	24-Oct-17	967	1096	3134GBZE5	NATIONAL ALLIANCE	\$1,990,740.00	\$99.54	\$13,052.78	\$0.00	\$2,003,792.78
ICD-BMW Bank 1.35%*	12-Feb-16	\$248,000.00	\$248,000.00		100	1.350%	12-Feb-19	None	439	1096	05580ADT8	WELLS SECURITIES	\$248,000.00	\$100.00	\$999.81	\$5,017.41	\$248,999.81
ICD-Discover Bk 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87		100	1.600%	13-Nov-18	None	348	1096	254672WL8	WELLS SECURITIES	\$248,000.00	\$100.00	\$195.68	\$7,946.87	\$248,195.68
ICD-Aily Bank 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87		100	1.600%	13-Nov-18	None	348	1096	02006LVQ3	WELLS SECURITIES	\$248,000.00	\$100.00	\$195.68	\$7,946.87	\$248,195.68
ICD-Goldman S. 1.65%*	13-Nov-15	\$248,000.00	\$248,011.21		100	1.650%	13-Nov-18	None	348	1096	38148JZ53	WELLS SECURITIES	\$248,000.00	\$100.00	\$201.80	\$8,195.21	\$248,201.80
* (Investment CDs)																	
INVESTMENT ACCT		\$7,741.13	\$7,741.13														
CDs and Securities		\$22,992,000.00	\$22,992,682.95														
TOTALS ALL ACCTS:		\$22,999,741.13	\$23,000,424.08														
PLEDGE COLLATERAL REPORT WELLS FARGO																	
ALL COUNTY FUNDS																	
AS OF NOVEMBER 30, 2017																	
COMPLIANCE STATEMENT																	
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act																	
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.																	
MARKET VALUE OF PLEDGE SECURITIES																	
BALANCE IN ALL ACCOUNTS:																	
\$64,987,120.65																	
OVER OR (UNDER) AMOUNT:																	
\$13,053,871.61																	
125.14%																	
Tim Funchess, Jefferson County Investment Officer																	
Tim Funchess																	
TOTAL BOOK VALUE																	
\$22,891,101.32																	

Tim Funder, Jefferson County Investment Officer

Tom Funder

NOVEMBER, 2017, JEFFERSON COUNTY INVESTMENT MATURITIES  
MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS
POOLED CASH ACCOUNT											
INVESTMENT ACCT	01-Nov-17	\$7,741.13	\$7,741.13		0.300%	30-Nov-17		30	7580310386	WELLS FARGO	\$1.72
ICD-Discover Bk 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87		1.600%	13-Nov-18	13-Nov-17	1096	254672WL8	WELLS SECURITIES	\$2,000.31
ICD-Aily Bank 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87		1.600%	13-Nov-18	13-Nov-17	1096	02006LVQ3	WELLS SECURITIES	\$2,000.31
ICD-Goldman S. 1.65%*	13-Nov-15	\$248,000.00	\$248,011.21		1.650%	13-Nov-18	13-Nov-17	1096	38148JZ53	WELLS SECURITIES	\$2,062.82
CHECKING INTEREST											
POOLED CASH ACCT					0.300%					WELLS FARGO	\$7,553.58
OTHER COUNTY ACCTS					0.300%					WELLS FARGO	\$1,588.04
TAX LICENSE ACCT					0.300%					WELLS FARGO	\$142.30
TOTAL	12/12/2017	\$751,741.13	\$751,774.08								\$15,349.08



<b>FISCAL YEAR 2017-2018</b>			
<b>YIELD TO MATURITY AND INTEREST EARNINGS</b>			
<b>MONTH</b>	<b>90 DAY T. BILL YIELD</b>	<b>INVESTMENT INTEREST EARNED</b>	<b>CHECKING ACCOUNT YIELD</b>
OCTOBER	1.130%	\$23,413.26	0.300%
NOVEMBER	1.239%	\$15,349.08	0.300%
DECEMBER			
JANUARY			
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
<b>ANNUAL TOTALS</b>		<b>\$ 38,762.34</b>	



# JEFFERSON COUNTY SHERIFF'S OFFICE

## SHERIFF ZENA STEPHENS

To: Honorable Jeff R. Branick  
Commissioner – Eddie Arnold  
Commissioner – Brent Weaver  
Commissioner – Michael S. Sinegal  
Commissioner – Everette Alfred


From: Jefferson County Correctional Facility

Subject: Resolution for Retiring Correctional Officer Charles D. Feagin, Sr.  
Agenda item for the week of December 18, 2017

Date: December 14, 2017

Consider and possibly approve a Resolution recognizing Correctional Officer Charles D. Feagin, Sr. for 17 years of dedicated Correctional service to the citizens of Jefferson County and in wishing him well in his retirement.

Sincerely,

  
Tyrone Silver, Deputy Chief  
Jefferson County Correctional Facility





# Resolution

STATE OF TEXAS

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COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 18<sup>th</sup> day of December, 2017, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

**WHEREAS, *Charles D. Feagin, Sr.***, has devoted 16 years and 6 months of his life serving the people of Jefferson County with pride and professionalism; and

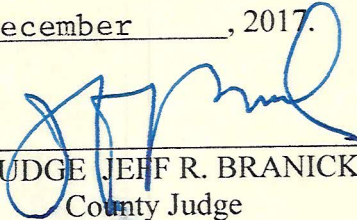
**WHEREAS, *Charles D. Feagin, Sr.*** has dedicated his talents and pledged his services as a Corrections Officer in the Dorms, and in the Visitation Division, for the Jefferson County Correctional Facility; and

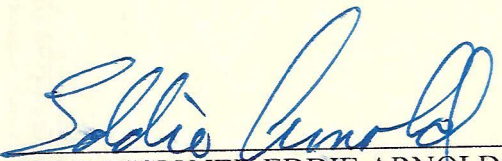
**WHEREAS,** through hard work and commitment to excellence, ***Charles D. Feagin, Sr.***, has earned the respect of his colleagues and the citizens of Jefferson County; and

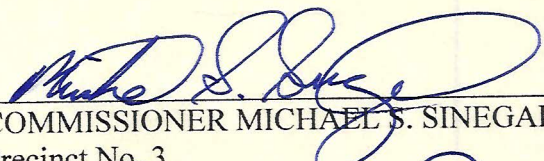
**WHEREAS,** having made a significant contribution to the Jefferson County Sheriffs' Office, ***Charles D. Feagin, Sr.***, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

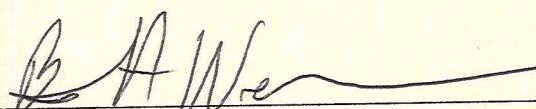
**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend ***Charles D. Feagin, Sr.***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

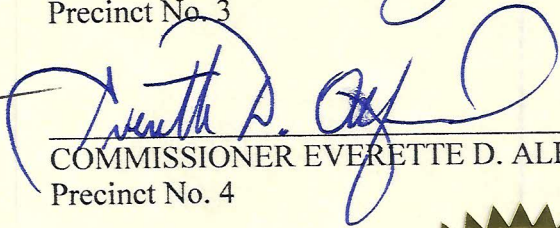
SIGNED this 18<sup>th</sup> day of December, 2017.

  
JUDGE JEFF R. BRANICK  
County Judge

  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER BRENT WEAVER  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



**Special, December 18, 2017**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, December 18, 2017