SPECIAL, 1/29/2018 1:30:00 PM

BE IT REMEMBERED that on January 29, 2018, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk (ABSENT) -

THERESA GOODNESS

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

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

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS January 29, 2018

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **29th** day of **January 2018** 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:

WORKSHOP- 11:00 a.m.- To receive information regarding liability insurance on county vehicles.

11:30 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 possible litigation.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

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

PURCHASING:

1. Receive and file bids 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 9 - 1009

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

2. Receive and file 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 1010 - 1012

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

3. Consider and approve, execute, receive and file a renewal for (IFB 16-001/YS), Term Contract for Motor Fuel for Jefferson County with Spidle Oil Company, Inc. for a second one (1) year renewal from February 28, 2018 to February 27, 2019.

SEE ATTACHMENTS ON PAGES 1013 - 1013

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

4. Consider and approve, execute, receive and file a renewal for (IFB 16-030/YS), Term Contract for Mowing for Jefferson County with Universal Operations, LLC. for a first one (1) year renewal from February 4, 2018 to February 3, 2019.

SEE ATTACHMENTS ON PAGES 1014 - 1014

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

COUNTY AIRPORT:

5. Consider and possibly adopt a Resolution recognizing Darrel Martin for 30 years of dedicated service to the Jefferson County Regional Airport and to the citizens of Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 1015 - 1015

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

COUNTY AUDITOR:

6. Consider and approve electronic disbursements for $348,412.81 to LaSalle for revenue received from entities for inmate housing.

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

7. Regular County Bills - check #442419 through checks #442715.

SEE ATTACHMENTS ON PAGES 1016 - 1025

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

COUNTY COMMISSIONERS:

8. Consider and possibly adopt a Resolution recognizing Michelle Labrie for 22 years of dedicated service to the Jefferson County 136th District Court as the Court Coordinator and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 1026 - 1026

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

9. Consider, possibly approve, and authorize the County Judge to execute a renewal U.S. Naval Museum Loan Agreement for the MK 16 MOD 7 torpedo on display at Veterans Memorial Park.

SEE ATTACHMENTS ON PAGES 1027 - 1032

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

10. Receive and file executed Master Clinical Affiliation Agreement between Jefferson County, Texas and Lamar University for clinical training of students.

SEE ATTACHMENTS ON PAGES 1033 - 1043

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

11. Consider, possibly approve, and authorize the County Judge to execute Registration Form-2020 Census Local Update of Census Addresses Operation. (LUCA)

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

12. Consider and possibly approve a Resolution for Concerning Liability Insurance for Law Enforcement Motor Vehicles of Political Subdivision pursuant to Texas Government Code Sec. 612.005

SEE ATTACHMENTS ON PAGES 1044 - 1045

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

13. Consider and possibly approve a Resolution approving Submission of the Grant Application for the Jefferson County Drug Intervention Court. Grant Application No. 1604517

SEE ATTACHMENTS ON PAGES 1046 - 1047

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

14. Consider and possibly approve a Resolution In Support of the Establishment of the Southeast Texas Disaster Recovery Team and Appointing Three (3) Members to the Executive Board.

Appointees: Pastor Randy Vaughn, Norma Sampson, and Autumn Brown

SEE ATTACHMENTS ON PAGES 1048 - 1048

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

15. Consider and possibly approve a Resolution to support Regulation of Game Rooms.

SEE ATTACHMENTS ON PAGES 1049 - 1050

Action: TABLED

16. Consider and possibly approve Jefferson County to host the location for the Texas Local Technical Assistance Program (TxLTAP) to hold a Heavy Equipment Expo Road-eo on August 8th and August 9th at Ford Park parking lot. This event will be at NO COST to Jefferson County; all participants will be on duty status from Jefferson County Road & Bridge precincts as well as employees from surrounding counties and cities.

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

ADDENDUMS

17. Consider and possibly approve granting extended leave without pay for up to 90 days for Harry Guillory, a Road & Bridge Pct. 4 employee.

    Action: TABLED

RISK MANAGEMENT:

18. Consider and possibly approve Commercial Property Coverage renewal with Axis Insurance, effective February 1, 2018, at an annual premium of $1,126,662.79 (a 10% increase from 2017).

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

19. Consider and possibly approve Boiler & Machinery Coverage renewal with Hartford Steam Boiler, effective February 1, 2018, at an annual premium of $14,237.00 (a 26% increase from 2017).

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

20. Consider and possibly approve Excess Workers' Compensation and Liability Coverage renewal with Colony Insurance Company, effective February 1, 2018, at an annual premium of $170,625.00 (a 3% increase from 2017 due to the increase in payroll remuneration).

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

21. Consider and possibly approve Government Crime Coverage renewal with Great American Insurance Company, effective February 1, 2018, at an annual premium of $4,750.00 (a 3% increase from 2017).

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

_____

Jeff R. Branick
County Judge

ADDENDUM TO OFFER AND ACCEPTANCE FORM
[HEAVY EQUIPMENT FOR JEFFERSON COUNTY PRECINCT NO. 3, IFB 17-047/JW]

This Addendum to Offer and Acceptance Form (the "Addendum") is made to be part of the bid ("ASCO's bid") submitted by ASSOCIATED SUPPLY COMPANY, INC. ("ASCO"), a Texas corporation, as "Bidder" and "Contractor." The provisions of this Addendum are incorporated into and made a part of the "Offer and Acceptance Form" being submitted by ASCO as part of ASCO's bid the same as if expressly set forth in said form. This Addendum amends the terms, conditions, specifications and amendments as set forth in the Invitation to Bid related to "IFB 17-047/JW" for "Heavy Equipment for Jefferson County Precinct No. 3 (to Replace Unrepairable Equipment Damaged by Hurricane Harvey)." In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions contained in the Invitation to Bid, this Addendum will control. Unless otherwise indicated, terms used in this Addendum will have the same meaning given to them in the Invitation to Bid.

1. **OSHA.** ASCO's bid is made subject to enumerated paragraph 2.10 of the "General Conditions of Bidding and Terms of Contract" entitled, "OSHA" (Page 8 of 48 of the Invitation to Bid) being amended by deleting the last sentence of paragraph 2.10.

2. **WARRANTIES.** ASCO's bid is subject to the deletion of enumerated paragraph 4.8 of the "General Conditions of Bidding and Terms of Contract" entitled, "Warranty" (Page 10 of 48 of the Invitation to Bid). The warranty for each item of heavy equipment being bid by ASCO is limited to the warranty offered by the manufacturer of the item of equipment as hereinafter described. EXCEPT FOR THE WARRANTY OFFERED BY THE MANUFACTURER AS HEREINAFTER DESCRIBED, ASCO EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, RELATED TO THE EQUIPMENT BEING BID, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE. For each item of heavy equipment being bid by ASCO, the manufacturer offers the following warranty:

[INSERT SPECIFIC MANUFACTURER WARRANTY FOR EACH ITEM OF EQUIPMENT BEING BID]

BIDDER AND CONTRACTOR:

Associated Supply Company, Inc., a Texas corporation

By: _____

Print Name: Don Norton

Title: Vice President

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

December 18, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-047/JW, Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey) for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

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

BID NO: **IFB 17-047/JW**

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

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

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

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

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

Table of Contents 1
Instructions to Bidders 2
General Conditions of Bidding and Terms of Contract 6
Special Requirements/Instructions 16
Minimum Specifications 20
Bidder Information Form 27
Offer to Contract Form 28
Acceptance of Offer Form 29
Bid Form 30
Vendor References Form 37
Signature Page 38
Conflict of Interest Questionnaire 39
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY) 40
Good Faith Effort Determination Checklist 41
Notice of Intent 42
HUB Subcontracting Participation Declaration Form 43
Residence Certification/Tax Form 47
Bid Affidavit 48
Technical Specifications ..... APPENDICES A-K

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

1. Bid Submission

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

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

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

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

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

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

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

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

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

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. County Holidays – 2017:

December 25 & 26	Monday & Tuesday	Christmas

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 a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

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

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

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

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

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

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

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

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

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

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

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

4. Multiple Vendor Award

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

5. Delivery

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

6. Payment

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

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

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

7. Usage Reports

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

8. Insurance

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

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

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

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

Minimum Insurance Requirements

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

9. Workers' Compensation Insurance

9.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Minimum Specifications

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

Scope

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

BRAND REFERENCE

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

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

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

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

▪ Bid Item 1: Reclaimer/Stabilizer:

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

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

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

For full technical specifications for this bid item, see **APPENDIX A.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX A.

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

▪ Bid Item 2. Motor Grader:

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

For full technical specifications for this bid item, see **APPENDIX B.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX B.

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

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

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

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

For full technical specifications for this bid item, see **APPENDIX C.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX C.

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

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

▪ Bid Item 4. Pneumatic Roller:

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

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

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

For full technical specifications for this bid item, see **APPENDIX D.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX D.

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

▪ Bid Item 5. Wheel Loader:

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

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

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

For full technical specifications for this bid item, see **APPENDIX E.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX E.

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

▪ Bid Item 6. Vibratory Tandem Roller:

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

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

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

For full technical specifications for this bid item, see **APPENDIX F.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX F.

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

▪ Bid Item 7. Single Drum Padfoot Roller:

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

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

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

For full technical specifications for this bid item, see **APPENDIX G.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX G.

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

▪ Bid Item 8 (A). Hydraulic Excavator:

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

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

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

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:
• Keeping an Operator/Safety Manual available to the operator of the product.
• Using the product in accordance with the Operator/Safety Manual.
• Releasing the product for warranty work.
• Reporting accidents immediately to Manufacturer
• Using the product for safe, approved applications and using only approved accessories.
• Complying with factory initiated Field Campaigns.
• Using only approved components for maintenance and replacement parts.
• Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

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

For full technical specifications for this bid item, see **APPENDIX H.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

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

▪ Bid Item 8 (B). Hydraulic Excavator:

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

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

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

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:
• Keeping an Operator/Safety Manual available to the operator of the product.
• Using the product in accordance with the Operator/Safety Manual.
• Releasing the product for warranty work.
• Reporting accidents immediately to Manufacturer
• Using the product for safe, approved applications and using only approved accessories.
• Complying with factory initiated Field Campaigns.
• Using only approved components for maintenance and replacement parts.
• Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

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

For full technical specifications for this bid item, see **APPENDIX H.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

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

▪ Bid Item 9. Tractor:

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

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

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

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

For full technical specifications for this bid item, see **APPENDIX I.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX I.

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

▪ Bid Item 10. Tractor with Side Mower:

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

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

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

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

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

For full technical specifications for this bid item, see **APPENDIX J.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX J.

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

▪ Bid Item 11. Pneumatic Tire Forklift:

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

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

For full technical specifications for this bid item, see **APPENDIX K.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX K.

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

Bidder Information Form

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

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

Bidder's Company/Business Name: Associated Supply Company Inc.

Bidder's TAX ID Number: 175138641 02

Contact Person: Don Norton **Title:** Vice President

Phone Number (with area code): 281-987-1990 ext. 18901

Alternate Phone Number if available (with area code): 806-470-4656 cell

Fax Number (with area code): 409-212-8101

Email Address: don@ascoeq.com

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

5980 South MLK Parkway
Address

Beaumont, Tx 77705
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:

Associated Supply Company Inc.
Company Name

5980 South MLK Parkway
Address

Beaumont TX 77705
City State Zip

Signature of Person Authorized to Sign

Don Norton
Printed Name

Vice President
Title

For clarification of this offer, contact:

Jamie Winkler
Name

281-627-1714 409-212-8101
Phone Fax

Jwinkler@ascoeg.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

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

Countersigned:

_____ _____

Jeff R. Branick
County Judge

Date

Attest:

_____

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

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

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

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

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

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Item No.	Item Description	Bid Price
1	**BOMAG Model RS-360 Reclaimer/Stabilizer or Equivalent**	$ 335,000.00
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG MPH100-R (SN: 85489)		$ 1,000.00
Total Bid Price (Minus Trade-In Value) $ 334,000.00		
Projected Delivery Lead Time from Date of Purchase:	2 **weeks**	
Equivalent Item Description (Make & Model) for Item No. 1: approximately 2015 Roadtec Soil Stabilizer SX-2E Demo unit - 334 hours.		

Bid Form (Continued)

Item No.	Item Description	Bid Price
2	**Mustang CAT Model 120M2 Motor Grader or Equivalent**	$ 206,608.00
		Trade-In Value
Trade-In Value for used & flood-damaged: 1998 Champion Motor Grader Model 710 A		$ 6,000.00
Total Bid Price (Minus Trade-In Value) $ 200,608.00		
Projected Delivery Lead Time from Date of Purchase:	4 **weeks**	
Equivalent Item Description (Make & Model) for Item No. 2: CASE 865B Motor Graders		

Item No.	Item Description	Bid Price
3	**Mustang CAT Model D5K2 LGP CA Tractor (Dozer) or Equivalent**	$ 119,870.00
		Trade-In Value
Trade-In Value for used & flood-damaged: 1997 Komatsu D58 P		$ 12,000.00
Total Bid Price (Minus Trade-In Value) $ 107,870.00		
Projected Delivery Lead Time from Date of Purchase:	4 **weeks**	
Equivalent Item Description (Make & Model) for Item No. 3: CASE 850M Dozer		

Bid Form (Continued)

Item No.	Item Description	Bid Price
4	**BOMAG Model BW11RH-5 Pneumatic Roller or Equivalent**	$ 88,420.00
		Trade-In Value
Trade-In Value for used & flood-damaged: Dynapac CP142 (SN: 1000-500C0B000882)		$ 5,000.00
Total Bid Price (Minus Trade-In Value) $ 83,420.00		
Projected Delivery Lead Time from Date of Purchase:	4 **weeks**	
Equivalent Item Description (Make & Model) for Item No. 4: LeeBoy TRU-PAC 915B - Pneumatic Roller		

Item No.	Item Description	Bid Price
5	**DOOSAN Model DL220-5 Wheel Loader or Equivalent**	$ 154,250.00
		Trade-In Value
Trade-In Value for used & flood-damaged: John Deere 544H (SN: DW544HX57290)		$ 20,000.00
Total Bid Price (Minus Trade-In Value) $ 134,230.00		
Projected Delivery Lead Time from Date of Purchase:	4 **weeks**	
Equivalent Item Description (Make & Model) for Item No. 5: CASE 621G Wheel Loader		

Bid Form (Continued)

Item No.	Item Description	Bid Price
6	**BOMAG Model BW161AD-5 Vibratory Tandem Roller or Equivalent**	$ 110,520.00
		Trade-In Value
Trade-In Value for used & flood-damaged: CAT CB534-C (SN: 5HN00552)		$ 4,000.00
Total Bid Price (Minus Trade-In Value) $ 106,520.00		
Projected Delivery Lead Time from Date of Purchase:	4 **weeks**	
Equivalent Item Description (Make & Model) for Item No. 6: CASE DV209D Vibratory Tandem Roller		

Item No.	Item Description	Bid Price
7	**BOMAG Model BW211PD-5 84" Single Drum Padfoot Roller or Equivalent**	$ 107,000.00
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG BW213DH-40 (SN: 901582561088)		$ 7,000.00
Total Bid Price (Minus Trade-In Value) $ 100,000.00		
Projected Delivery Lead Time from Date of Purchase:	4 **weeks**	
Equivalent Item Description (Make & Model) for Item No. 7: CASE SV212 84" Single Drum Padfoot Roller		

Bid Form (Continued)

Item No.	Item Description	Bid Price
8 (A).	Gradall XL3100 Hydraulic Excavator or Equivalent	$ 328,666.98
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall G3WD		$ 2,000.00
Total Bid Price (Minus Trade-In Value) $ 326,666.98		
Projected Delivery Lead Time from Date of Purchase:	2 weeks	
Equivalent Item Description (Make & Model) for Item No. 8 (A):		

Item No.	Item Description	Bid Price
8 (B).	Gradall XL3100 Hydraulic Excavator or Equivalent	$ 328,666.98
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall XL3100		$ 10,000.00
Total Bid Price (Minus Trade-In Value) $ 318,666.98		
Projected Delivery Lead Time from Date of Purchase:	2 weeks	
Equivalent Item Description (Make & Model) for Item No. 8 (B):		

Bid Form (Continued)

Item No.	Item Description	Bid Price
9	John Deere 5065E Utility Tractor OOS 4WD or Equivalent	$ 26,250.00
		Trade-In Value
Trade-In Value for used & flood-damaged: Ford 5000 Tractor		$ 0.00
Total Bid Price (Minus Trade-In Value) $ 26,250.00		
Projected Delivery Lead Time from Date of Purchase:	3 weeks	
Equivalent Item Description (Make & Model) for Item No. 9: CASE Farmall 70A Tractor 4WD		

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

Bid Form (Continued)

Item No.	Item Description	Bid Price
11	**Yale Veracitor Pneumatic Tire Forklift Model GP050VX or Equivalent**	$ 25,586.00
		Trade-In Value
Trade-In Value for used & flood-damaged: Clark Model: C500-YS60 (SN: Y355-1362-4324-1081)		$ 0.00
Total Bid Price (Minus Trade-In Value) $ 25,586.00		
Projected Delivery Lead Time from Date of Purchase:	5 **weeks**	
Equivalent Item Description (Make & Model) for Item No. 11: Doosan G-25		

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City OF Port Arthur

Address: 444 4th Street Port Arthur, TX 77640

Contact Person and Title: Curtis Newman - Drainage Superintendent

Phone: (409) 365-7184 Fax: (409) 983-8528

Email Address: Curtis.Newman@portarthurtx.gov Contract Period:

Scope of Work: Stormwater Drainage

REFERENCE TWO

Government/Company Name: Texas Department of Transportation (Beaumont District)

Address: 8350 Eastex Freeway Beaumont, TX 77708

Contact Person and Title: James Fisher - Equipment Supervisor

Phone: (409) 365-7184 Fax:

Email Address: James.Fischer@txdot.gov Contract Period:

Scope of Work:

REFERENCE THREE

Government/Company Name: Hardin County Pct 2.

Address: 1315 Pine Street Kountze, TX 77625

Contact Person and Title: Commissioner Chris Kirkendall

Phone: (409) 617-1513 Fax: (409) 246-4977

Email Address: Chris.Kirkendall@co.hardin.tx.us 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.

Associated Supply Company Inc.	[signature]
Bidder (Entity Name)	Signature
5980 South MLK Parkway	Don Norton
Street & Mailing Address	Print Name
Beaumont, TX 77705	1-22-18
City, State & Zip	Date Signed
409-212-8100	409-212-8101
Telephone Number	Fax Number
don@ascoeg.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

Signature of vendor doing business with the governmental entity

1-22-18

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

Don Norton
Printed Name of Authorized Representative

Signature

Vice President
Title

1-22-18
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
Don Norton	[signature]	1-22-18
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: Associated Supply Company Inc. HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Don Norton

Title: Vice President

Signature: [signature]

Date: 1-22-18

E-mail address: don@ascoeg.com

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

Name (print or type): Patrick Staab

Title: Finance Mgr

Date: 1-22-18

E-mail address: PStaab@ascoeg.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

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

☒ I certify that Associated Supply Company Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	175138641 02
Company Name submitting bid/proposal:	Associated Supply Company Inc.
Mailing address:	5980 South MLK Parkway Beaumont, TX 77705
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Harris

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

on this day personally appeared Don Norton (name), who

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

"I, Don Norton (name) am a duly authorized officer of/agent

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

foregoing on behalf of the said _____ (name of firm).

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

Name and address of bidder: Associated Supply Company Inc.
5980 South MLK Parkway Beaumont, Tx 77705

Fax: 409-212-8101 Telephone# 409-212-8100

by: Don Norton (print name) Title: Vice President

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the 22 day of January, 2018.

NANCY HEMPEL
Notary Public, State of Texas
Comm. Expires 01-29-2020
Notary ID 126296088

Nancy Hempel
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

APPENDIX A

Technical Specifications: Reclaimer/Stabilizer

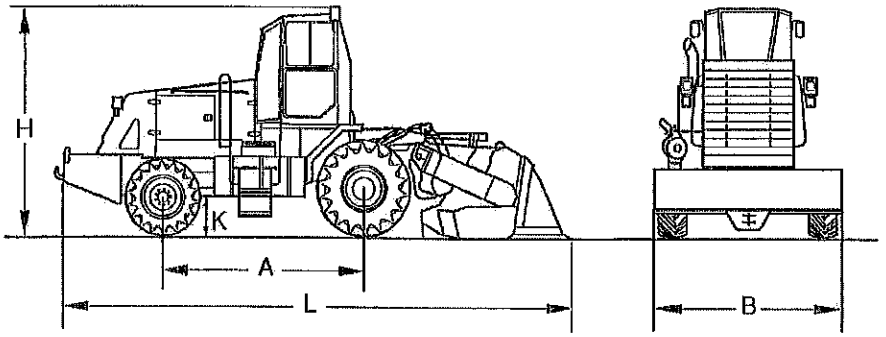
BOMAG
FAYAT GROUP

TECHNICAL DATA

STABILIZERS/ RECYCLERS

RS 360





Dimensions in in

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

Shipping dimensions in cub.yd

RS 360	112,571

Technical Data		BOMAG RS 360
Weights		
Operating weight CECE	lb	39,000
Axle load, front CECE	lb	10,803
Axle load, rear CECE	lb	28,197
Dimensions		
Track radius, inner	in	252,0
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.

Don Norton Vice President
Print Name & Title Above

Signature

1-22-18
Date

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

BOMAG
FAYAT GROUP

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 SHOE 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

0P9003	LANE 3 ORDER
0P1939	ANTIFREEZE WINDSHIELD WASHER
0P2265	ROLL ON-ROLL OFF
0P3978	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.

Don Norton Vice President

Print Name & Title Above

Signature

1-22-16

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, D5K 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.

Don Norton Vice President
Print Name & Title Above

Signature

1-22-18
Date

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

APPENDIX D

Technical Specifications: Pneumatic Roller

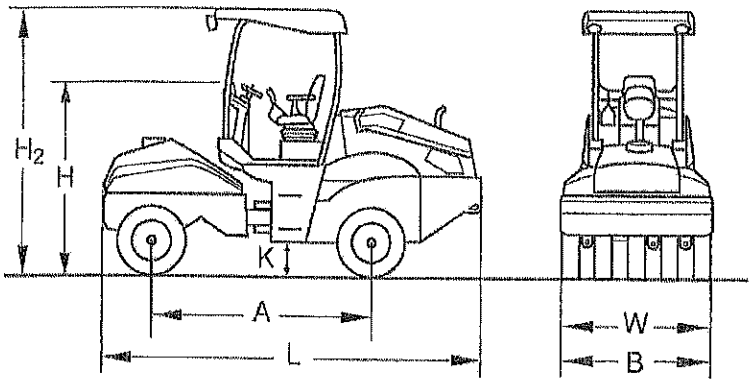
BOMAG
FAYAT GROUP

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	without ROPS	with ROPS
BW 11 RH-5	20.865	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
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.

Don Norton Vice President

Print Name & Title Above

Signature

1-22-18

Date

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

APPENDIX F

Technical Specifications: Vibratory Tandem Roller

BOMAG
FAYAT GROUP

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

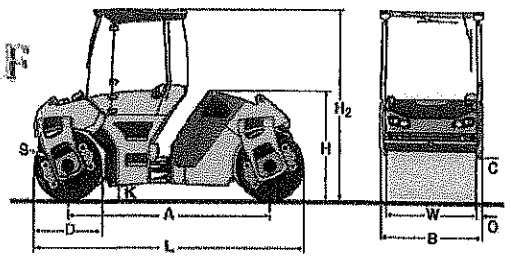
www.bomag.com/us

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

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

Optional Equipment

- [x] 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	72.3	26.4	48	91.1	120.1	9.8	190.6	3.1	0.67	66.1
	(3620)	(1836)	(670)	(1220)	(2315)	(3050)	(250)	(4840)	(78)	(17)	(1680)
BW190AD-5 HF	142.5	95.1	26.4	48	91.1	120.1	9.8	190.6	3.1	0.75	78.3
	(3620)	(2146)	(670)	(1220)	(2315)	(3050)	(250)	(4840)	(78)	(19)	(1990)

Technical Data		BOMAG BW161AD-5 HF	BOMAG BW190AD-5 HF
Weights			
Operating weight with ROPS	lb (kg)	21600 (9800)	26120 (11850)
Operating weight with cab	lb (kg)	22045 (10000)	26560 (12050)
Drive			
Engine manufacturer		Kubota	Kubota
Type		V3800 CR-TI	V3800 CR-TI
Emission stage		Tier 4i	Tier 4i
Cooling		water	water
Number of cylinders		4	4
Performance ISO 14396	hp (kW)	114 (85)	114 (85)
Speed	rpm	2600	2600
Electric equipment	V	12	12
Brakes			
Service brake		hydrost.	hydrost.
Parking brake		multi disc	multi disc
Steering			
Steering system		oscil. artic.	oscil. artic.
Track radius, inner	in (mm)	192.1 (4900)	186.8 (4745)
Lateral displacement right/left (crab steer option)	in (mm)	6.7 (170)	6.7 (170)s
Exciter system			
Vibrating drum		front + rear	front + rear
Automatic vibration shut off		standard	standard
Frequency	vpm (Hz)	3000/4200 (50/70)	3000/4200 (50/70)
Amplitude	in (mm)	0.023/0.010 (0.6/0.26)	0.036/0.013 (0.91/0.33)
Centrifugal force	lb (kN)	22706/19109 (101/85)	39791/27876 (177/124)
Capacities			
Fuel	g (l)	38.3 (145)	38.3 (145)
Water	g (l)	198.1 (750)	198.1 (750)

Technical modifications reserved. Machines may be shown with options.

www.bomag.com/us

BOMAG
FAYAT GROUP

[redacted]

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.

Don Norton Vice President
Print Name & Title Above

Signature

1-22-18
Date

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

_____

_____

_____

_____

_____

_____

APPENDIX E

Technical Specifications: Wheel Loader

On Off Compare

Units US Metric

Print Specification Download Specification

Collapse All Specifications

Doosan DL220-5

Configuration	US10	US20

Engine

Model	DL06
Rated Flywheel Power (Gross)	160 hp @ 2,100 rpm
Rated Horse Power (Net)	160 hp @ 2,100 rpm
Max. Torque (Net)	542 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 cm³

Hydraulic System

Main Pump: Displacement	74 cm³/rev
System Pressure: Work	254.93 kgf/cm²
Boom Speed - Up (Loaded)	6 s (±0.5 s)
Boom Speed - Down	3.5 s (±0.4 s)
Bucket Speed - Dump	1.2 s (±0.3 s)
Main Pump: Max. Flow Rate (each)	40.95 gal/min
Main Pump: Quantity	1
Main Pump: Main Relief Pressure	250 bar
Total Cycle Time	10.7 s (±0.3 s)

Undercarriage

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

Travel System/Drive Mechanism

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

Weights

Operating Weight	27,381 lb	28,296 lb

Dimensions

Bucket Capacity	2.3 m³	2.3 m³
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' 6"
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	6.29 gal
Hydraulic System	39.63 gal
Hydraulic Tank	31.7 gal
DEF / Ad blue Tank	6.32 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.

Don Norton Vice President

Print Name & Title Above

Signature

1-22-18

Date

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

APPENDIX G

Technical Specifications: Single Drum Padfoot Roller

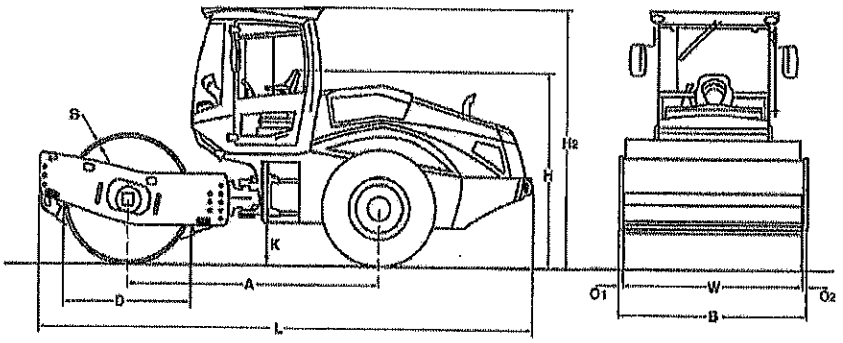
BOMAG
FAYAT GROUP

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	without ROPS	with ROPS
BW 211 D-5	39,405	52,112
BW 211 PD-5	39,406	52,112

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

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

Technical Data		BOMAG BW 211 D-5	BOMAG BW 211 PD-5
Weights			
Grossweight	lb	28,418	28,109
Operating weight CECE w. ROPS-cabin	lb	23,369	26,676
Axle load, drum CECE	lb	12,500	15,807
Axle load, wheels CECE	lb	10,869	10,869
Static linear load CECE	lb/in	149.1	
Dimensions			
Working width	in	83.9	83.9
Track radius, inner	in	144.9	144.9
Driving Characteristics			
Speed (1)	mph	0- 3.1	0- 3.1
Speed (2)	mph	0- 3.7	0- 3.7
Speed (3)	mph	0- 5.0	0- 5.0
Speed (4)	mph	0- 6.8	0- 6.8
Max. gradeability without/with vibr.	%	51/48	54/51
Drive			
Engine manufacturer		Deutz	Deutz
Type		TCD 3.6 L4	TCD 3.6 L4
Emission stage		4/4	4/4
Cooling		Liquid	Liquid
Number of cylinders		4	4
Performance ISO 3046	hp	127.4	127.4
Performance SAE J 1995	hp	128.0	128.0
Speed	min-1	2,000	2,000
Fuel		diesel	diesel
Electric equipment	V	12	12
Drive system		hydrost.	hydrost.
Drum driven		standard	standard
Drums and Tyres			
Number of pad feet			150
Area of one pad foot	sq.in		21.2
Height of pad feet	in		3.9
Tyre size		23.1-26 12PR	23.1-26 12PR
Brakes			
Service brake		hydrost.	hydrost.
Parking brake		hydromec.	hydromec.
Steering			
Steering system		oscil.artic.	oscil.artic.
Steering method		hydrost.	hydrost.
Steering / oscillating angle +/-	deg	35/12.0	35/12.0
Exciter system			
Drive system		hydrost.	hydrost.
Frequency	vpm	1,800/2,040	1,800/2,040
Amplitude	in	0.077/0.039	0.067/0.035
Centrifugal force	lb	53,954/35,520	64,071/43,613
Centrifugal force	t	24.5/16.1	29.1/19.8
Capacities			
Fuel	gal	66.0	66.0

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.

Don Norton Vice President

Print Name & Title Above

1-22-18

Date

Signature

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

APPENDIX H

Technical Specifications: Hydraulic Excavator

Technical Specifications
Gradall Hydraulic Excavator

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

BIDDER TO COMPLETE THE FORM BELOW:

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

Don Norton
Print Name & Title Above

Signature

1-22-18
Date

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

BIDDER TO COMPLETE THE FORM BELOW:

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

Don Norton Vice President
Print Name & Title Above

Signature

1-22-18
Date

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

APPENDIX I

Technical Specifications: Tractor

APPENDIX J

Technical Specifications: Tractor with Side Mower

No Bid

JOHN DEERE

2017 JOHN DEERE 5085E Utility Tractor Cab 4WD

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

Side Mower
Specifications

Tractor Model	5075E/5100E
Pick One	CAB
Pick One	4WD
Tire Sizes	12.4 24/ 18.4 30

Qty.	Item #	Description			
1	04950005	Versa Extreme Svc Arm			
1	02964876	60" Rot. head w/chains			
1		Mount Kit - 5085E/5100E Cab			
1	02963045	Mounting Svc. and Oil			

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.

No Bid

Print Name & Title Above

Signature

Date

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

APPENDIX K

Technical Specifications: Pneumatic Tire Forklift

Yale
People. Products. Productivity.



MODEL: GP050VX

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

People. Products. Productivity.

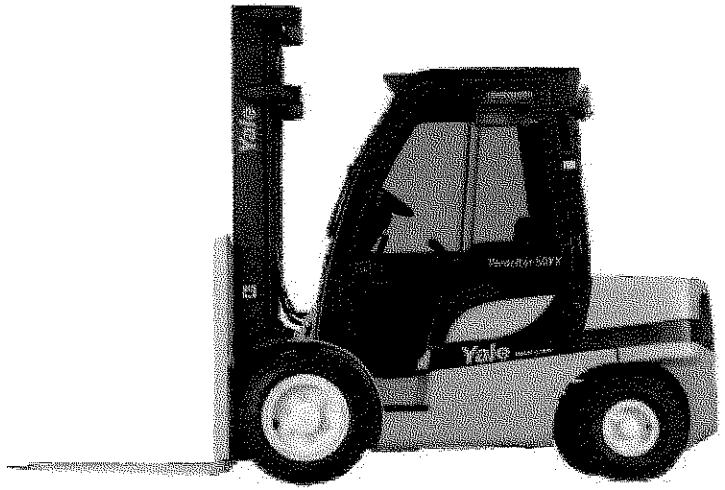
Included Items	Description
Forks	48" Long Class II Hook Type (1.6" x 3.9") Standard Tapered Forks. Designed for smooth, accurate insertion.
Hydraulics	3 Function (1 Auxiliary) Hydraulic Control Valve Cowl mounted mechanical lever hydraulic controls are conveniently located.
Hoses	1 Auxiliary Function 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

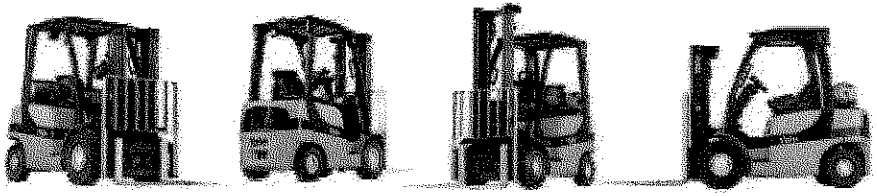
People. Products. Productivity.

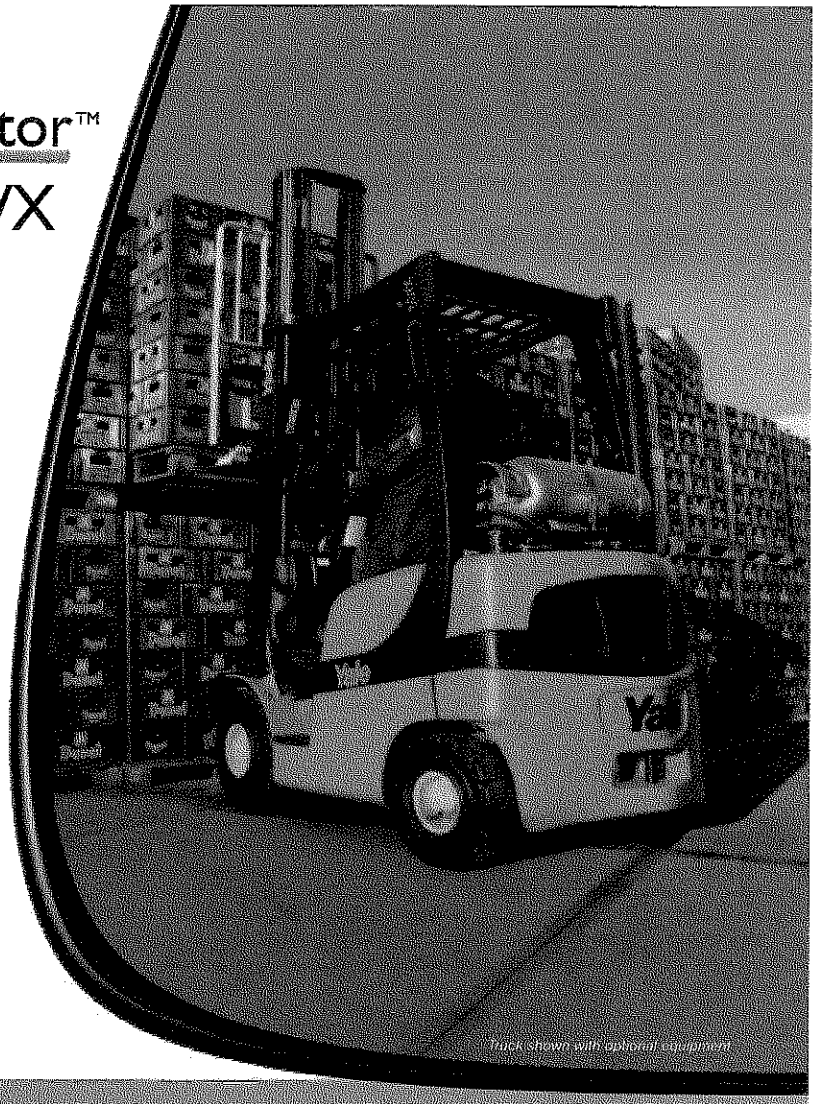
Included Items	Description
Model	Yale Veracitor Pneumatic Tire Forklift Model GP050VX: Nominal 5000 lb. capacity at 24" load center. Veracitor trucks feature Industrial Grade Critical Components that maximize productive value and economic life of the lift truck. Rugged powertrains and cooling systems 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 durabilty. 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.

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

Veracitor™
GP-VX







Truck shown with optional equipment

Manufactured in our own ISO 9001:2000 Registered Facilities

Yale

2210-2/05

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.

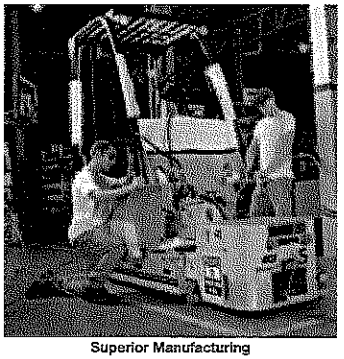


Yale Veracitor™ VX Series.
A true solution.

Veracitor™ VX Dependability

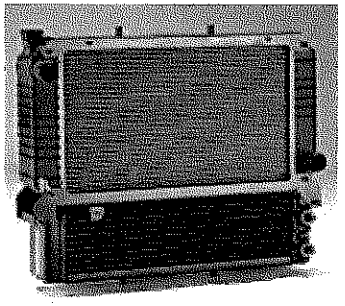
Yale Veracitor™ VX trucks are designed and manufactured to be among the most dependable trucks in the industry today. Dependability is designed throughout the Veracitor™ VX Series. Yale's **rugged powertrain** offers durability with computer-controlled engine and transmission, robust clutch packs and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



Superior Manufacturing

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.



Innovative Cooling



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

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

Xpect parts guarantee

Ultimate productivity

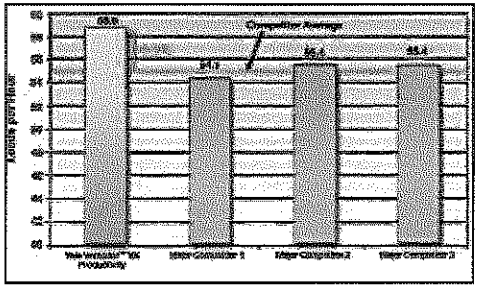
The Yale VX Series configurations are designed to meet and exceed your specific application requirements. The Yale Veracitor™ VX Series productivity cost savings are achieved through lower truck operating expenses, reduced labor costs, reduced operator overtime expense and additional savings with increased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

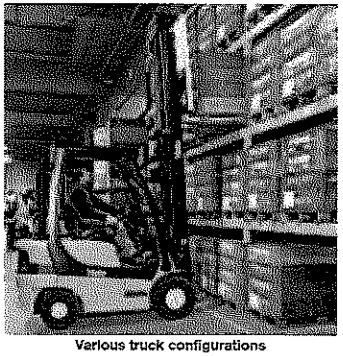


The **Yale VX Productivity truck** delivers maximum performance for medium to heavy-duty applications with state-of-the art features and industry leading power. The **Yale VX Value truck** provides excellent performance for standard and medium-duty applications and is optimized for the lowest hourly 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.

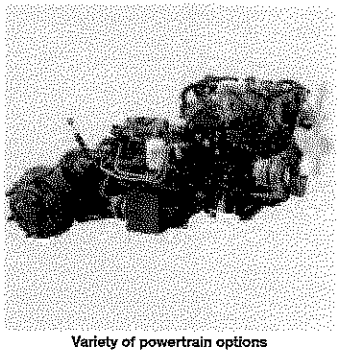
The Yale Veracitor™ VX series offers a variety of productivity options. **Five engine selections** consisting of the GM 2.4L, Mazda 2.2L, and Mazda 2.0L Gas or LP engines, and the Yanmar 2.6L or 3.3L Diesel engines offer multiple performance levels with reduced operating costs.

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

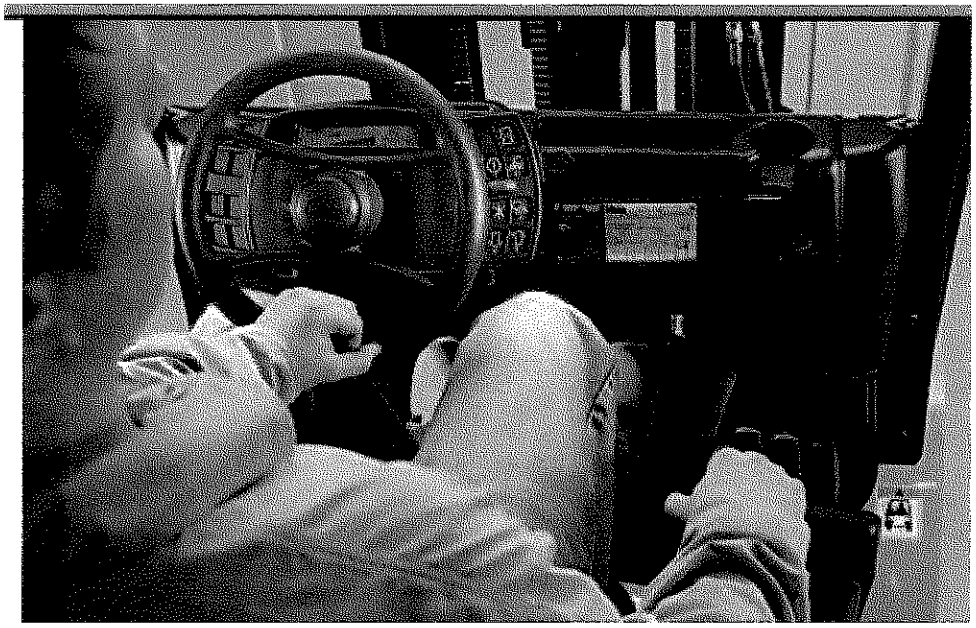


Controlled ramp descent

ultimate performance

Intelligent ergonomics

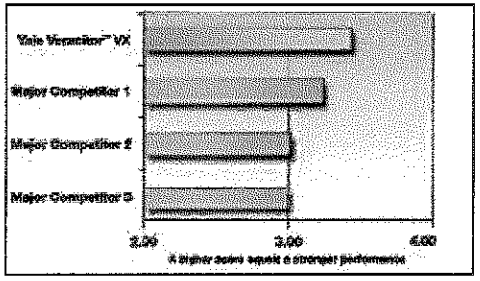
Operators prefer our trucks. Operator comfort is enhanced by the increased foot space in the well designed operator's compartment. The isolated powertrain reduces noise and vibration minimizing operator fatigue and increasing operator productivity throughout a shift. Excellent operator visibility is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



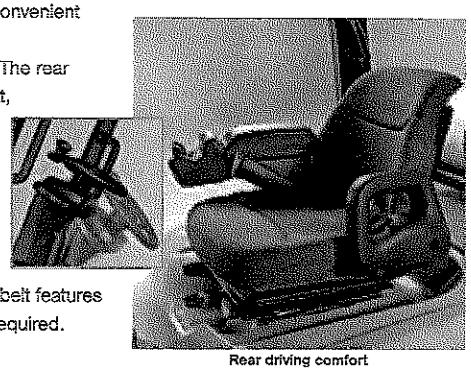
All trucks shown with optional equipment

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.

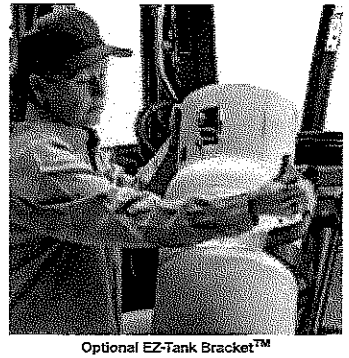


Rear driving comfort

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.

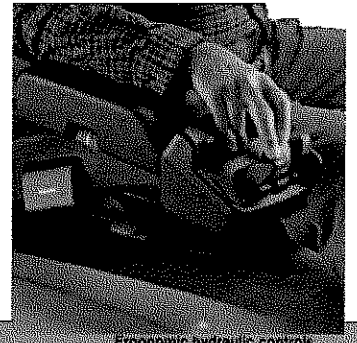


Optional EZ-Tank Bracket™

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.





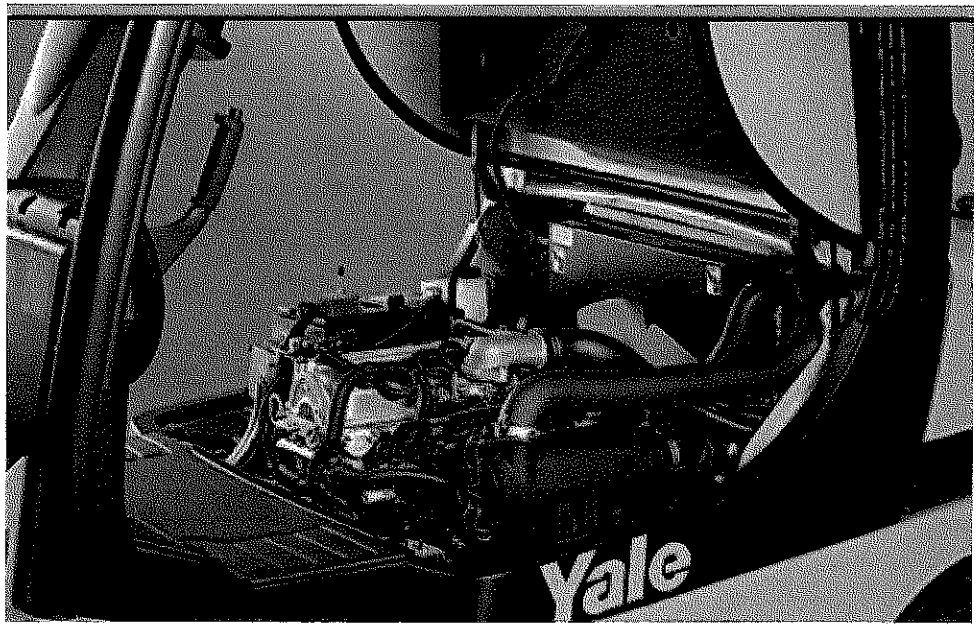


Ergonomic hydraulic controls

innovative design

Yale gold service

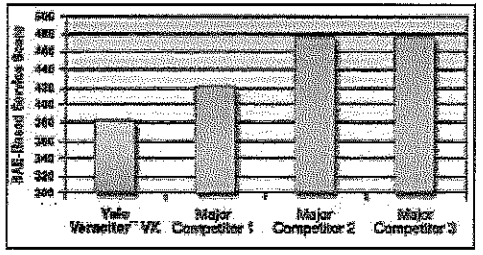
Not only is the Veracitor™ VX series designed to require less maintenance, it is also designed to be extremely easy to service. From the rear-opening, one-piece hood and on-board diagnostics, to the reliable, most comprehensive parts availability in the industry, these trucks were designed with service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

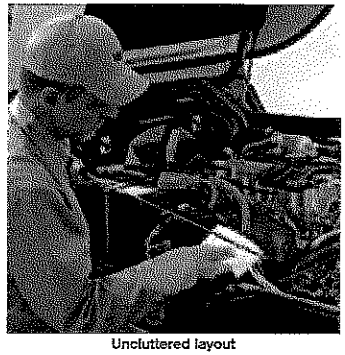
The radiator is easy to access and the filler cap and optional radiator lint screen can be removed without the use of tools. The coolant recovery bottle is easily visible to check coolant levels. A coolant fill neck is located for easy reach.

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

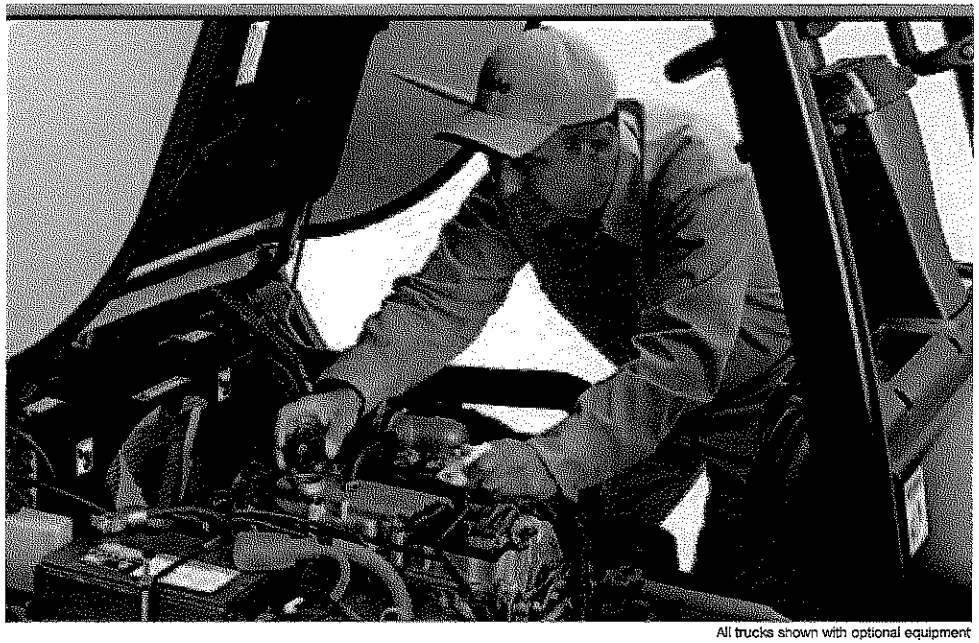


On-board diagnostics

maximum access

Low cost of ownership

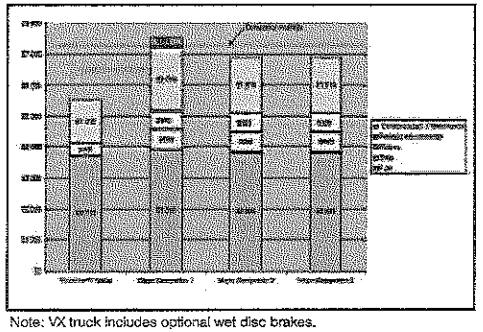
The purchase price of a truck is only a small part of its overall cost. A lift truck's cost of ownership is the largest portion of dollars spent and includes such elements as periodic maintenance, unscheduled repairs, tires, brakes and fuel costs. The Yale engineers focused on cost savings with additional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

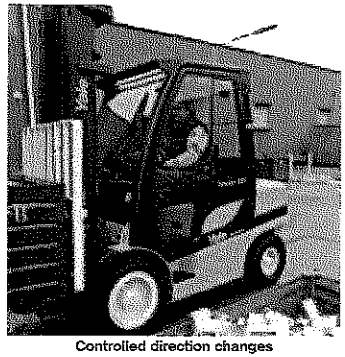
The optional long life Oil Cooled Wet Disc Brakes further lower the operating costs of the truck by virtually eliminating brake maintenance. These "long life" brakes are fully sealed against contamination making them ideal for tough environments.

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.

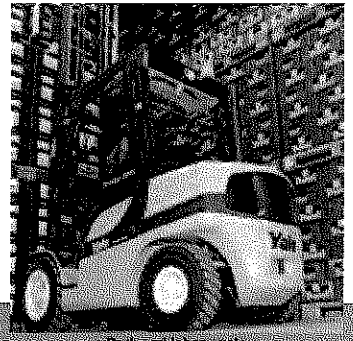
intelligent investment



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 application requirements.



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

Veracitor™ VX versatility

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

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

Veracitor™ VX highlights/options



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

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

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

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

Note: Std = Standard; Opt = Optional; N/A = Not available

Veracitor™ VX highlights/options



Productivity highlights, *continued*

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

Productivity options

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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Yale®

People. Products. Productivity.™

GP-VX

VERACITOR® PNEUMATIC TIRE TRUCKS

4,000 · 5,000 lbs

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

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

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

Transmission
There are two transmission selections available with multiple engine configurations that will handle a wide variety of material handling applications. Both transmissions feature electronic inching (requires no adjustment), electronic shift control, neutral start switch, and anti-restart protection. A single pedal controls both inching and braking. Optional dual inch/brake pedals are available for operators who prefer this design. A 10 micron filter protects the transmission from abrasive contaminants.

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

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

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

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

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

(continued on back)

Gas/LP Engine Specifications

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

LP Engine Specifications

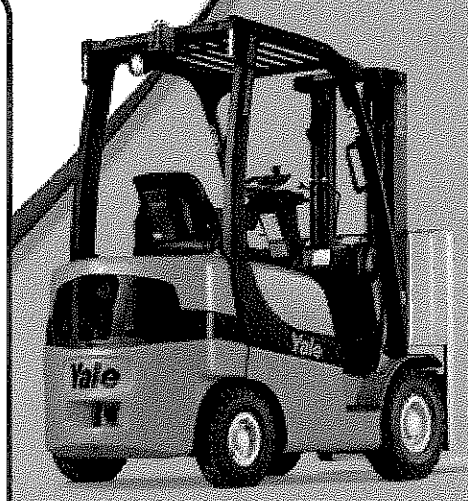
Engine	Kubota 2.5L
Cylinders	4
Camshaft	Overhead Valve
Displacement	152 cu.in/2.5 liter
Torque	131 lb.ft @ 1000 RPM
Horsepower	59 @ 2500 rpm
Air Filtration	Two stage, Dry Type
Emission Control	Closed Loop

Diesel Engine Specifications

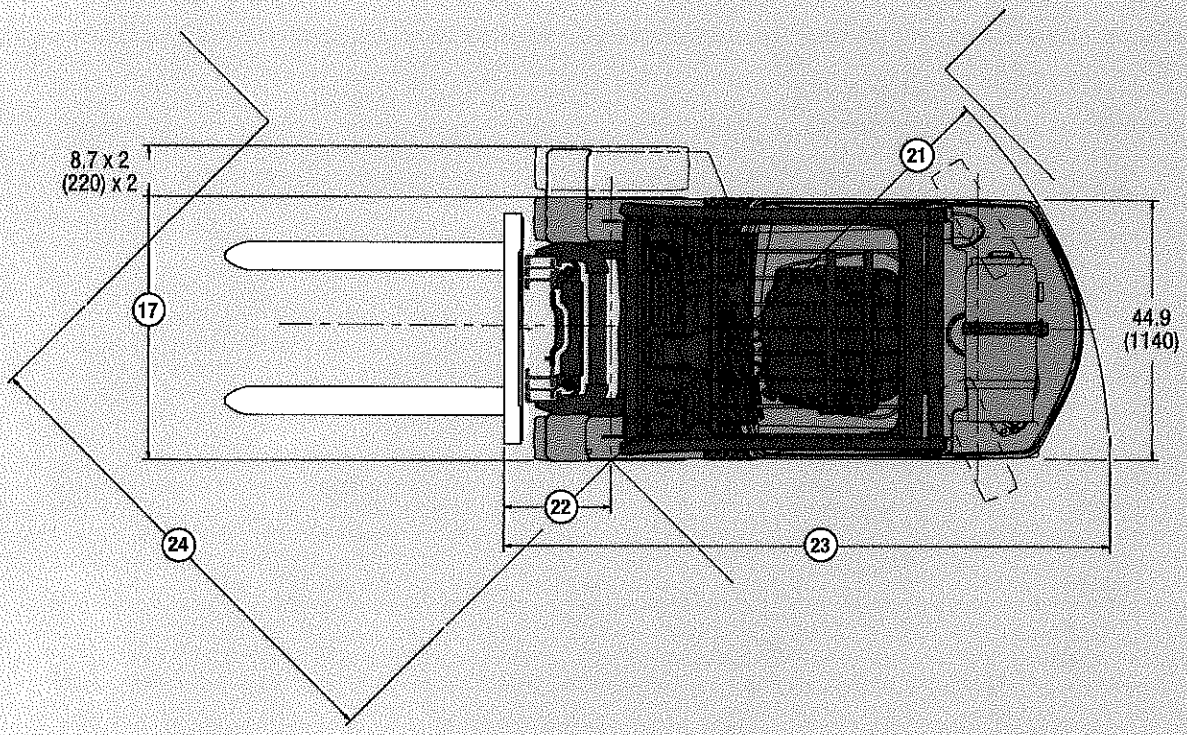
Engine	Yanmar 2.6L
Cylinders	4
Camshaft	Overhead Valve
Displacement	203 cu.in/2.6 liter
Torque	106 lb.ft @ 1400 RPM
Horsepower	46hp

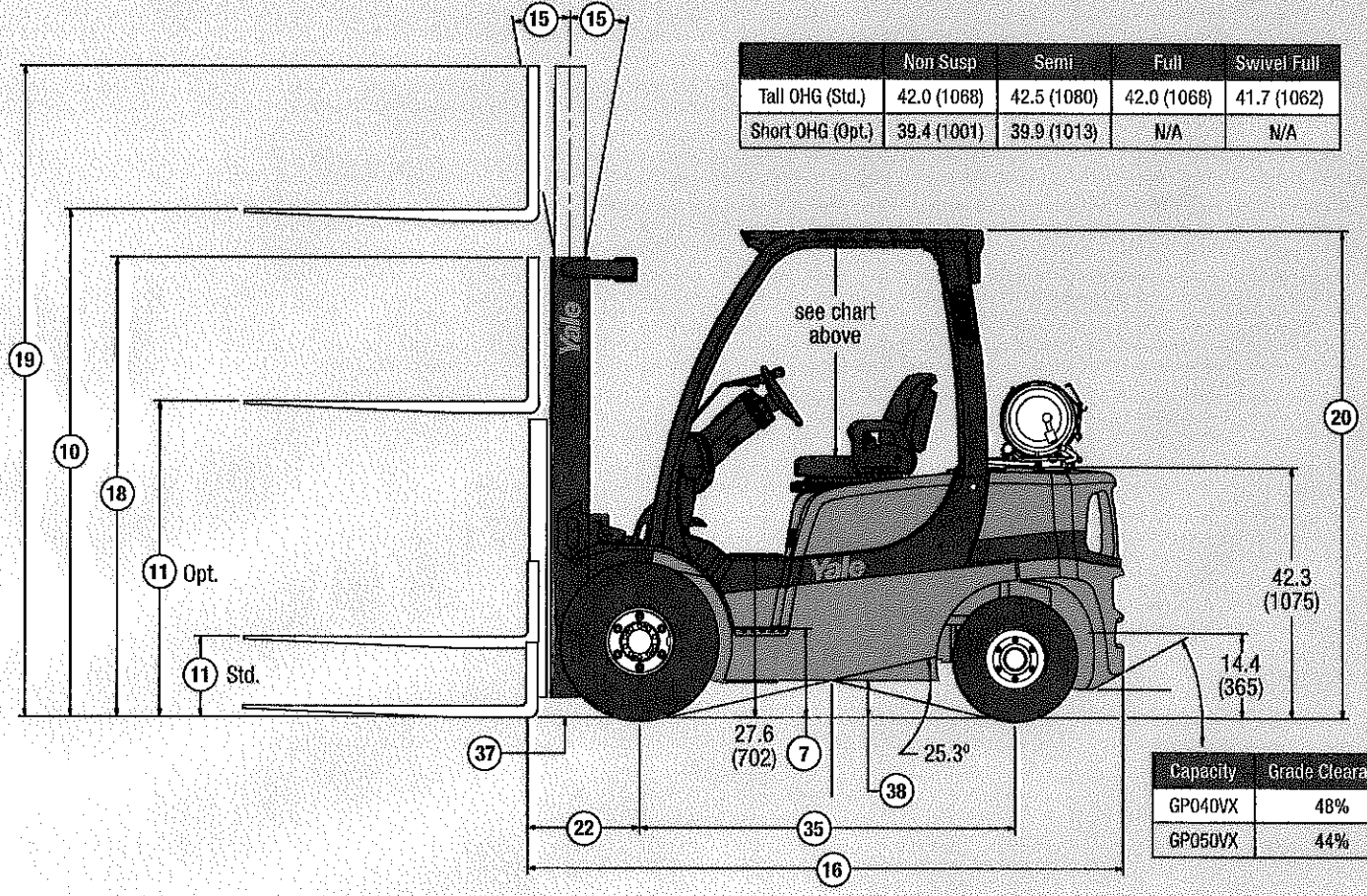
Diesel Engine Specifications

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



Truck shown with optional equipment





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

Capacity	Grade Clearance
GP040VX	48%
GP050VX	44%

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

GENERAL	1	Manufacturer Name		Yale				
	2	Model		GP050VX				
		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				
	9	Wheels, Number - Front/Rear		2x/2				
DIMENSIONS	10	Lift Height, Top of Fork (TOF)	in (mm)	129 (3292)				
	11	Lift Heights, Std. Limited Free Lift (LFL) w/LBR (TOF)	in (mm)	5 (140)				
		Lift Heights, Optional Full Free Lift (FFL) w/LBR (TOF)	in (mm)	61 (1565)				
	12	Standard Carriage Width	in (mm)	42 (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)				
	21	Turning Radius, Minimum Outside (OTR)	in (mm)	87.2 (2216)				
	22	Length, Center of Wheel to Face of Forks	in (mm)	18.5 (470)				
	23	Aisle Width, Right Angle Stack (Add Length of Load)	in (mm)	105.7 (2686)				
	24	Equal Aisle, 90-Degree Intersecting Aisle	in (mm)	80.6 (2020)				
PERFORMANCE	25	Travel Speed, Powershift Transmission RL/NL	mph (km/h)	10.6/11.2 (17.1/18.0)		10.4/10.6 (16.7/17.0)	10.5/11.2 (16.9/18.0)	11.3/12.0(18.2/19.3)
	26	Lift Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	110/112 (.56/.57)		122/126 (.62/.64)	126/140 (.64/.71)	134/134 (.68/.68)
		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)				
	28	Maximum drawbar pull (laden/unladen)	lb (kg)	4290/2574 (1946/1168)	4508/2574 (2045/1168)	4988/2574 (2270/1168)	4359/2574 (1977/1168)	4946/2417 (2243/1096)
		Drawbar Pull, Std. Transmission @ 1 mph RL/NL	lb (kg)	3790/2574 (1719/1168)	4044/2574 (1834/1168)	4268/2574 (1936/1168)	3921/2574 (1779/1168)	4384/2417 (1989/1096)
	29	Gradeability, Std. Transmission @ 1 mph RL/NL	Percent %	27/29	29/29	33/29	28/29	34/29
WT.	31	Weight, Standard Truck (2-Stg. LFL 84/127) NL	lb (kg)	8330 (3778)				
		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)				
TIRES & WHEELS	33	Tire Size, Front		7.00 x 12 - 12				
	34	Tire Size, Rear		6.000 x 9				
	35	Wheelbase	in (mm)	63.9 (1623)				
	37	Ground Clearance, Lowest Pt. NL (w/RL subtract 6mm)	in (mm)	5.2 (132)				
	38	Ground Clearance, Center of Wheelbase NL	in (mm)	6.3 (160)				
	39	Service Brake - Method of Control/Operation		Foot/Hydraulic				
	40	Parking Brake - Method of Control/Operation		Hand/Mechanical				
POWERTRAIN	41	Battery Type		Maintenance Free				
	42	Volts/Cold Cranking Amps	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	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)
2-Stage Limited Free Lift (LFL) Mast						
86 (2170)	5 (140)	129 (3292)	178 (4515)	6°/6°	7590 (3443)	8330 (3778)
2-Stage Full Free Lift (FFL) Mast						
86 (2170)	61 (1565)	130 (3302)	179 (4525)	6°/6°	7630 (3461)	8370 (3797)
3-Stage Full Free Lift (FFL) Mast						
78 (1970)	54 (1390)	171 (4350)	220 (5570)	6°/6°	7870 (3570)	8610 (3905)
84 (2120)	60 (1540)	189 (4800)	237 (6020)	6°/6°	7950 (3606)	8690 (3942)
86 (2170)	62 (1590)	194 (4950)	243 (6170)	6°/6°	7970 (3615)	8720 (3955)
90 (2270)	66 (1690)	200 (5100)	249 (6320)	6°/6°	8020 (3638)	8760 (3973)
96 (2420)	72 (1840)	218 (5550)	267 (6770)	6°/6°	8100 (3674)	8840 (4010)

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



(continued from cover)

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

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

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

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

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

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

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

Masts are available in 2-stage LFL (Hi-Vis™2), 2-stage FFL (Hi-Vis™), and 3-stage FFL (Hi-Vis™2) models. Mast features flush-faced design with geometrically matched, angled load roller bearings which are canted, yet provide full-face roller contact. The mast front rail flange angle coupled with the inverted "J" inner channel and three degree mast rollers significantly reduce channel and roller wear. "J-hook" mast mounting system allows for convenient mast installation and removal. A bronze phenolic mast pivot bushing with woven reinforcement offers high load carrying capability with outstanding durability.

Options
Techtronix 100 transmission
- Auto Deceleration System
- Controlled power reversal feature
- Controlled rollback on ramps

Powertrain protection with engine shutdown system
Premium monitoring package
High air intake with precleaner
Accumulator
Keyless start (w/auxiliary key switch)
Various light packages
- Two brake/back-up high intensity LED lights
- Two front and one rear halogen or LED work lights
- Two front, one rear halogen or LED work light and two brake/tail/back-up high intensity LED lights

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

Yale®
People. Products. Productivity.™

2219-2C 3/2014 *All trucks shown with optional equipment.*

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

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

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

BIDDER TO COMPLETE THE FORM BELOW:

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

_____
Print Name & Title Above

_____ _____
Signature Date

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

_____
_____
_____
_____
_____
_____
_____

SOIL STABILIZER/RECLAIMER

SX-2e



Soil Stabilzer/Reclaimer

SX-2

ROADTEC
an Astec Industries Company

ENGINE
Tier 4f, Cummins® QSL9 380 hp (283 kW) @ 2,100 rpm

WEIGHT
Shipping Weight: 42,000 lbs (19,050 kg)
Operating Weight: 44,000 lbs (19,958 kg)

SPECIFICATIONS

SX-2e

ENGINE
- Tier 4f, Cummins® QSL9 380 hp (283 kW) @ 2,100 rpm

WEIGHT
- Shipping weight..... 42,000 lbs (19,050 kg)
- Operating weight..... 44,000 lbs (19,958 kg)

ELECTRICAL SYSTEM
- CAN-bus serial communication systems for superior performance, reduced wiring, increased reliability & improved service and maintenance features.

PROPEL SYSTEM
- 2-speed hydrostatic drive
- 2-wheel rear drive with differential lock

SPEED
- Travel: 6 mph (10 kph)
- Work: 150 fpm & 300 fpm

TIRES
- Heavy-duty, single-piece wheels prevent rim slippage and tire failure. Rear: 23.5-25 Front: 15.5-25

STEERING
- Joy stick-controlled. Front steering.
- Turning radius 10' (3,048 mm) in cut.

OPERATOR STATION
- Fully enclosed and pressurized with A/C and heating system (optional)
- Fixed cab / right side flush mounted

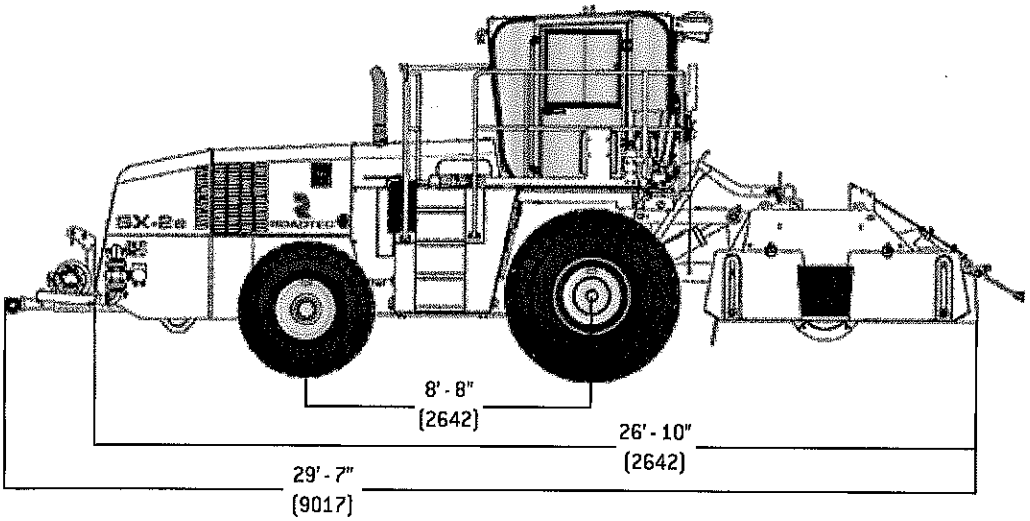
INJECTION SYSTEM
- Water or emulsion
- Up to 500 gpm (1,893 lpm)

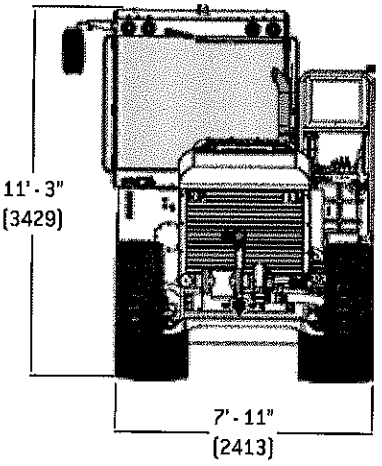
CUTTER SYSTEM
- High efficiency / high torque hydrostatic drive
- 2 Planetary gearboxes

CUTTER
- Right-hand flush cut
- Cutting width..... 78" (2,000 mm)
- Cutting depth..... 18" (457 mm) with 50" drum (1,270 mm)]

CUTTER SPEEDS
- Variable - 80 to 160 rpm

SERVICE CAPACITIES
- Fuel Tank..... 170 gal (644 l)
- Hydrualic Fluid Tank..... 80 gal (303 l)





ROADTEC an Astec Industries Company
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201410
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A TASK-SPECIFIC SOIL STABILIZER WITH A REAR MOUNT CUTTER DESIGNED TO PERFORM WITH EASE AND RELIABILITY

Overview: SX-2

The SX-2e is a soil stabilizer with a rear mount cutter designed to perform small to medium sized projects with ease and reliability. The machine is powered by a Cummins QSL9 380 hp (283 kW) Tier 4 final engine. Power is easily distributed to conduct quality results in a number of project environments. The SX-2e cutter housing is positioned behind the tractor for excellent mobility. A high efficiency hydrostatic drum drive powers the cutter drum.

Hydraulically Driven Cutter

The SX-2e cutter drum is powered by a highly efficient hydrostatic drum drive. A standard 50" (1,270mm) diameter cutter drum will allow the machine to achieve a cut depth of 18" (457mm) and a cut width of 78" (2,000mm).

Frame

All Roadtec milling machines start with an extremely strong frame completely fabricated, welded and assembled by us. This gives us complete control over the design and quality of the build. We are the only manufacturer to use A656 Grade 80 steel. This special grade of steel has twice the strength of the mild steel that is commonly used. This allows us to build stronger frame than anybody else in the industry without adding weight.

Hydraulically Driven Cutter

The SX-2e cutter drum is powered by a highly efficient hydrostatic drum drive. The hydrostatic drum drive allows the engine's power to be transferred to the drum without the pulleys, belts, or additional wear components. A standard 50" (1,270mm) diameter cutter drum will allow the machine to achieve a cut depth of 18" (457mm) and a cut width of 78" (2,000mm).

Cutter Housing

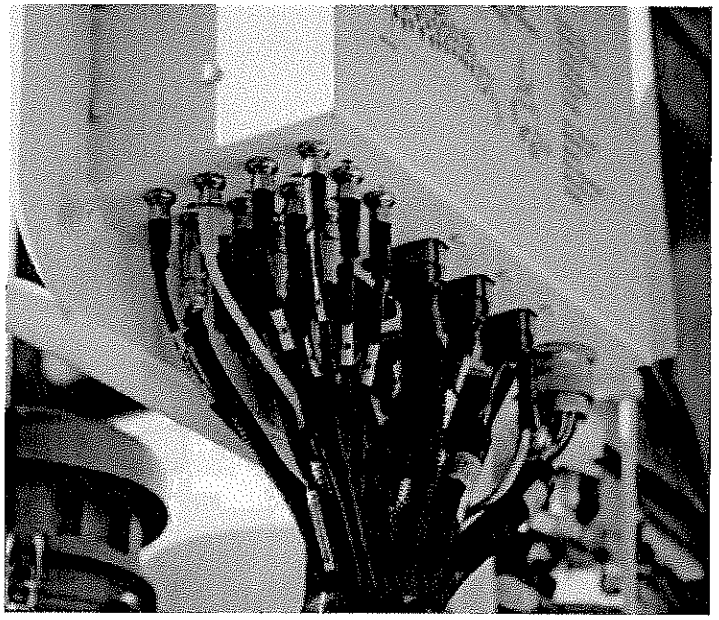
The cutter housing design positions the cutter in a way that promotes material sizing as well as the flow of the material. The heavy duty rear door is hydraulically adjustable for additional control of gradation and flow.

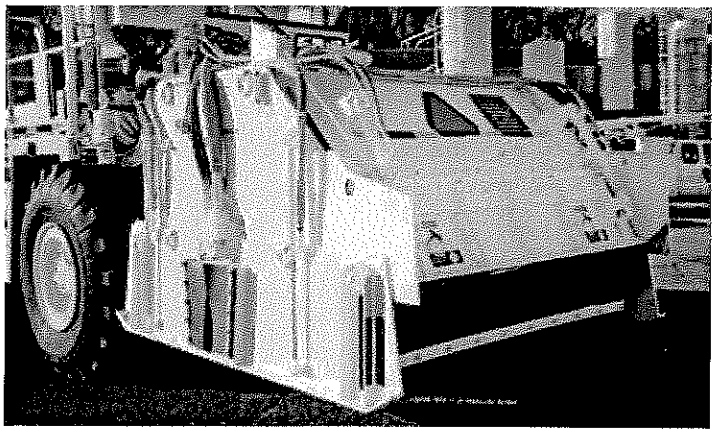
Operator Comfort

The SX-2e is equipped with a fully enclosed, pressurized cab with heat and air conditioning. The machine's controls are conveniently arranged to allow for safe and convenient machine operation. Simple controls and excellent visibility allow the operator to work with confidence and comfort.

Versatility

Excellent weight balance and mobility allow the SX-2 to efficiently perform in both soil stabilization and reclamation applications. The rear mount cutter design provides the operator with tremendous control over initial cut position in smaller areas. The balanced machine weight is critical for maintaining consistent cut depths in turns and cul-de-sacs.



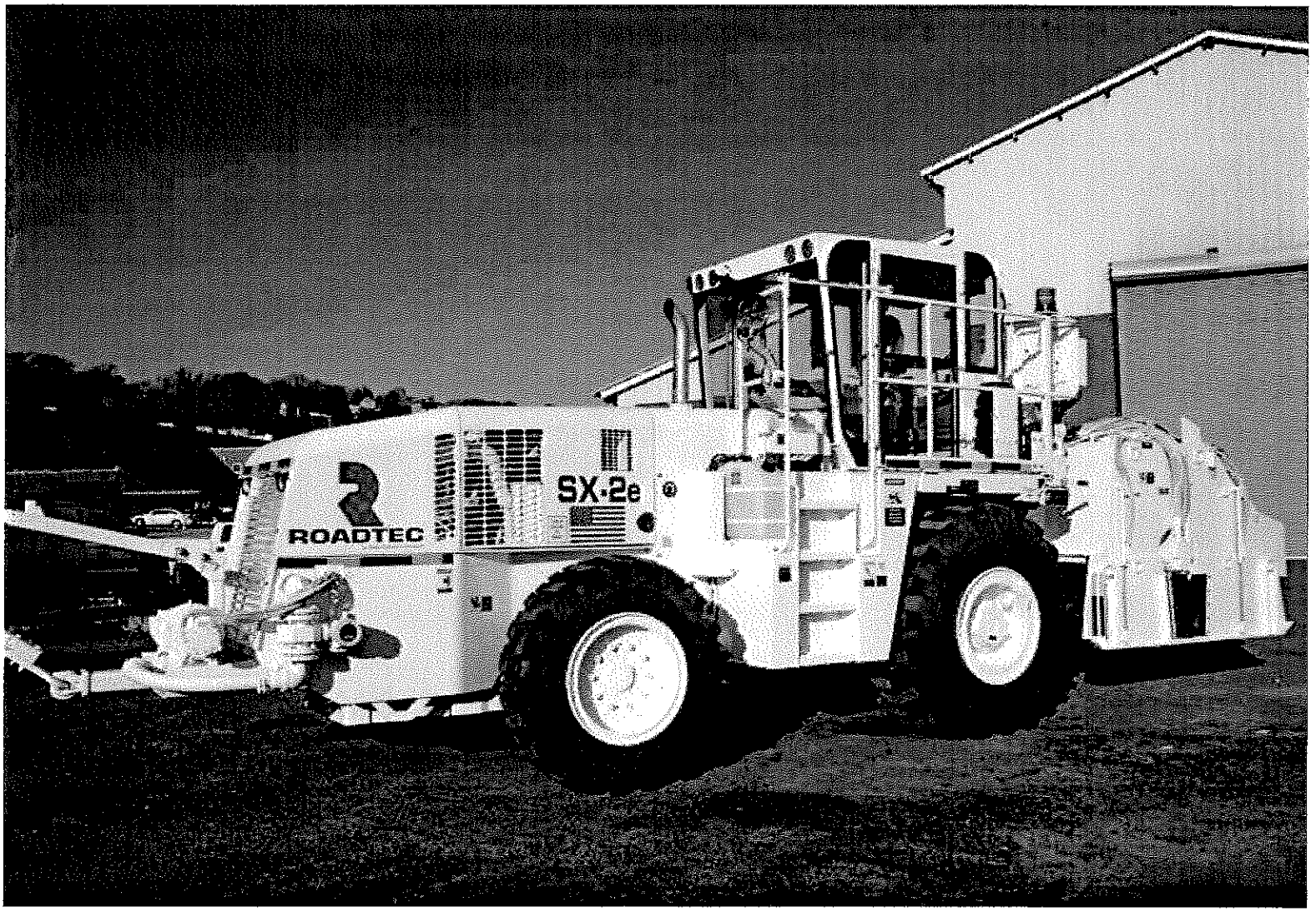


OPTIONS

- **Injection system used for water or emulsion with a 500 gpm (1,893 LPM) capacity**
- **4 wheel drive**
- **Climate controlled cab**
- **Air system**

SOIL STABILIZER/RECLAIMER

SX-2e



Soil Stabilzer/Reclaimer

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- Fully enclosed and pressurized with A/C and heating system (optional)
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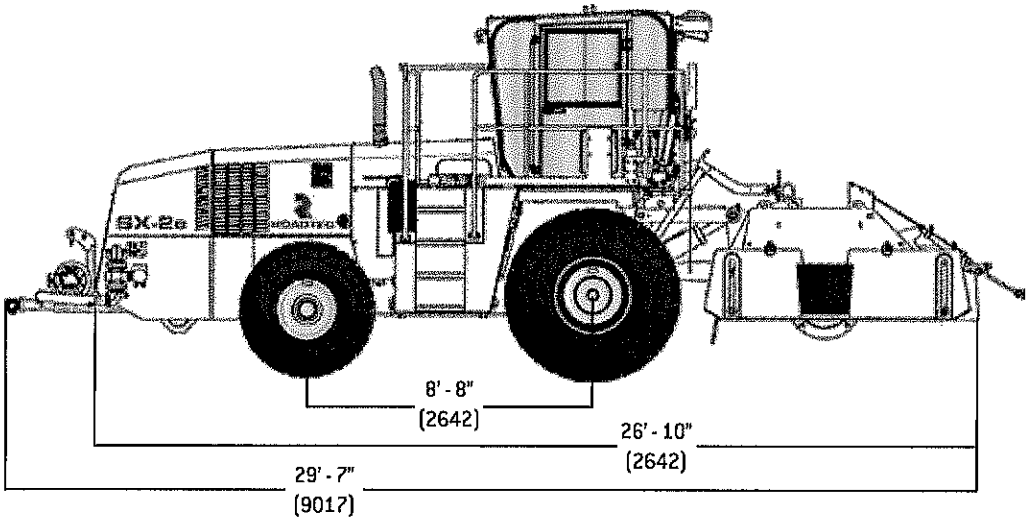
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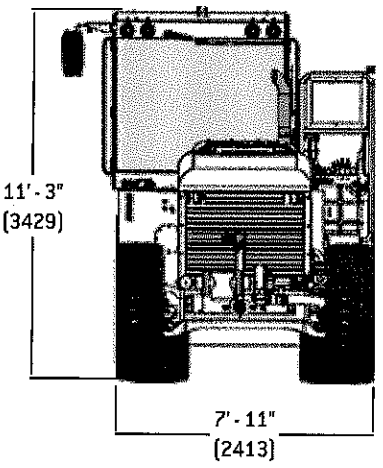
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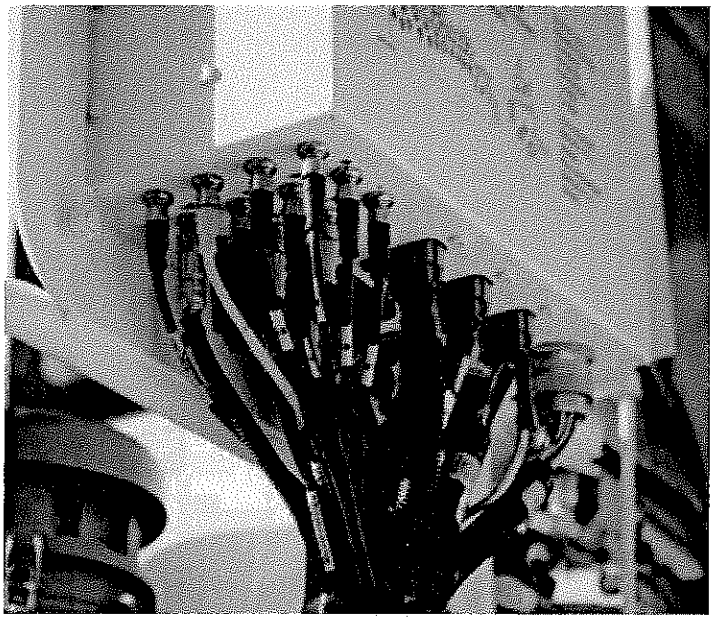
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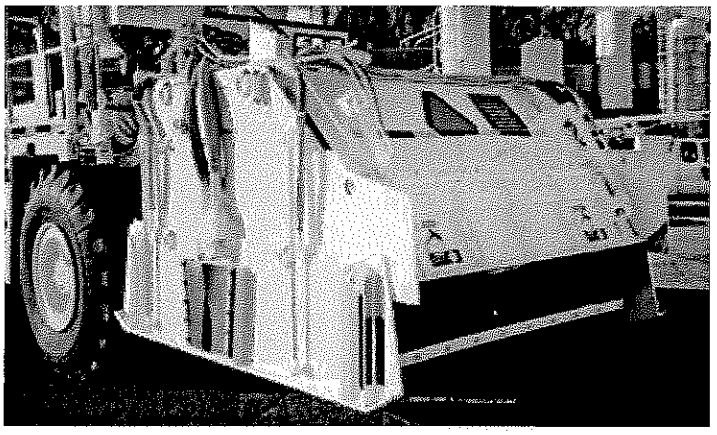
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OPTIONS

- **Injection system used for water or emulsion with a 500 gpm (1,893 LPM) capacity**
- **4 wheel drive**
- **Climate controlled cab**
- **Air system**

CASE CONSTRUCTION

865B VHP

MOTOR GRADER

TIER 3 CERTIFIED



ENGINE – VHP

Model	FPT F4HE9687C, Tier 3 certified Compliant w/ EPA regulations effective January 2011 Electronic control
Type	4-stroke, turbocharged and air-to-air cooled
Cylinders	6-cylinder in-line
Bore/Stroke	4.09 x 5.17 in (104 x 132 mm)
Displacement	409 in³ (6.7 L)
Fuel	Diesel
Fuel injection	Common Rail
Cooling	Liquid

Horsepower @ 2200 RPM – SAE J1995:

Gross	193/205/220 hp (144/153/164 kW)
Net	178/190/205 hp (133/142/153 kW)

Maximum torque @ 1500 RPM: 612/649/686 ft·lb (830/880/930 N·m)

DRIVETRAIN

Rear axle	Graziano, planetary
Differential	Hydraulic lock, operator controlled
Inboard brakes	Wet disc
Number of discs/brake	5
Brake surface area	2,220 in² (14 326 cm²)
Tandems:	
Type	Welded plate
Oscillation	20° each way
Front axle	High strength, welded steel
Oscillation	15.3° each direction
Wheel lean	20° left/right
Tires – standard	14.0 x 24 12PR TL G2 Firestone
Rims	1-piece 9 in x 24 in (227 mm x 610 mm)

Transmission type: Direct drive countershaft Powershift w/ electronic shift control and inching pedal

Pump flow @ 2200 RPM	29.5 gpm (112 L/min)
Sump	Integral
Speeds	8 forward/4 reverse
Shifting	Single lever, bump style automatic electronic control
Diagnostics	On-board

Speeds:	mph (km/h)
Forward:	
1st	2.7 (4.3)
2nd	3.7 (6.0)
3rd	5.2 (8.4)
4th	7.3 (11.8)
5th	10.4 (16.7)
6th	14.4 (23.1)
7th	20.2 (32.5)
8th	27.8 (44.8)
Reverse:	mph (km/h)
1st	2.5 (4.0)
2nd	5.0 (8.0)
3rd	9.8 (15.8)
4th	19.3 (31.0)

ELECTRICAL

Voltage	24 Volts, negative ground
Alternator	90 amp
Batteries	2 – Low-maintenance 1010 CCA – 100 Ah (20 hr rate)

Work lights: Headlights – 2; Turn signals, front/rear; Stop/tail – 2; Rear mounted floods – 2; Front mounted floods – 2.

Backup alarm	Standard

OPERATOR ENVIRONMENT

ROPS/FOPS cab – SAE J231, ISO 3449; Adjustable operator's console; Adjustable cloth suspension seat w/ 3 in (76 mm) retractable seat belt; Safety glass; Dome light; Inside rearview mirror; Outside rearview mirrors; Cup holder; Storage tray; 12-volt outlet; Radio ready – 12 Volt; Electrical master switch – automatic; Heater/defroster/pressurizer; Air conditioner; Sound suppression; Delphi AM/FM Radio w/ CD; Cab doors – left/right; Steps – left/right; Steering wheel; Windshield wiper – front; Windshield washer – front.

OPERATING WEIGHT

W/ 14 ft (4.27 m) moldboard, 17.5-25 tires, front counterweight, 175 lb (79 kg) operator and full fuel:

	33,796 lb (15 330 kg)
Weight, front axle	10,141 lb (4 600 kg)
Weight, rear axle	23,656 lb (10 730 kg)
Blade pressure	18,519 lb (8 400 kg)

HYDRAULICS

System design	Closed center, load sensing
Hydraulic pump	Load sensing piston pump, variable displacement, pressure and flow compensated
Rated flow @ 2200 RPM	49 gpm (187 L/min)
Control valve	9 section
Side shift and pitch	Hydraulic
Saddle	5 positions
Diagnostic quick couplers	8

SERVICE CAPACITIES

Engine	4.4 gal (17.5 L)
w/ filter change	4.7 gal (18.5 L)
Fuel	90 gal (341 L)
Transmission	5.0 gal (23 L)
w/ filter change	6.6 gal (25 L)
Radiator	10.5 gal (40 L)
Hydraulic reservoir	24.0 gal (90 L)
Hydraulic system	50.2 gal (190 L)
Circle gearbox	0.75 gal (2.8 L)
Rear axle center	11.6 gal (44 L)
Total axle	11.6 gal (44 L)
Tandem case, each	18.41 gal (69 L)

OTHER SPECIFICATIONS

Steering:

Type	Hydrostatic power steering
Turns – lock-to-lock	4.75
Pump capacity @ 2200 engine RPM:	11.1 gpm (41.8 L/min)
Relief pressure	2,200 psi (151 bar) Integral w/ priority valve
Cylinder – 2:	2.0 in bore x 11.85 in stroke x 1.0 in rod dia. (50.8 mm x 301.0 mm x 25.4 mm)
Supplemental steering	Integral

Articulation:

Type	Hydraulic actuated – w/ lock valve
Range	25° left/right
Controls	Hydraulic

MAINFRAME

Type	All welded box
Front section:	
Size	10.0 in x 11.73 in (254 mm x 298 mm)
Weight – each side	124.7 lb·ft (172.8 kg/m)
Rear section:	
Size	4.75 in x 11.75 in (121 mm x 299 mm)
Weight – each side	55.6 lb·ft (84.0 kg/m)

DRAWBAR

Type:
"A" frame welded construction with center mounted circle turn motor

Ball and circle	Shim adjustable

MOLDBOARD

Type	High-carbon steel
Shape	Involute curve
Length	14 ft 0 in (4 267 mm)
Height	23.6 in (600 mm)
Thickness	0.875 in (22 mm)
End bits	2, Interchangeable
Blade pitch positions:	
Normal pitch	47°
Minimum pitch	42°
Maximum pitch	87°
Blade shift:	
Right	27.0 in (686 mm)
Left	20.9 in (533 mm)
Max. bank cutting angle:	
Right	90°
Left	90°
Max. ground penetration	28 in (711.2 mm)
Max. lift above ground	17.5 in (445 mm)

CIRCLE

Type	Welded construction
Diameter:	
Max. outside	68.9 in (1 752 mm)
Vertical member	63.0 in (1 600 mm)
Rotation	360°
Speed	1.2 RPM (7.2°/second)
Drive	Hydraulic motor
Type	Roller geroter
Displacement	15.26 in³/Rev. (0.25 L/Rev.)
Rated hydraulic flow	19.8 gpm (75 L/min)

ATTACHMENTS

SCARIFIER

Type	Front mounted
Width of cut	46 in (1 168 mm)
Teeth	5
Optional	11
Tooth spacing	9.0 in (229 mm)
Optional	4.5 in (114 mm)
Lift above ground	20.75 in (527 mm)
Max. penetration	12.5 in (318 mm)
Weight	1,256 lb (570 kg) Includes front attachment group

PUSH BLOCK

Type	Front mounted
Weight	1,084 lb (492 kg)

REAR RIPPER

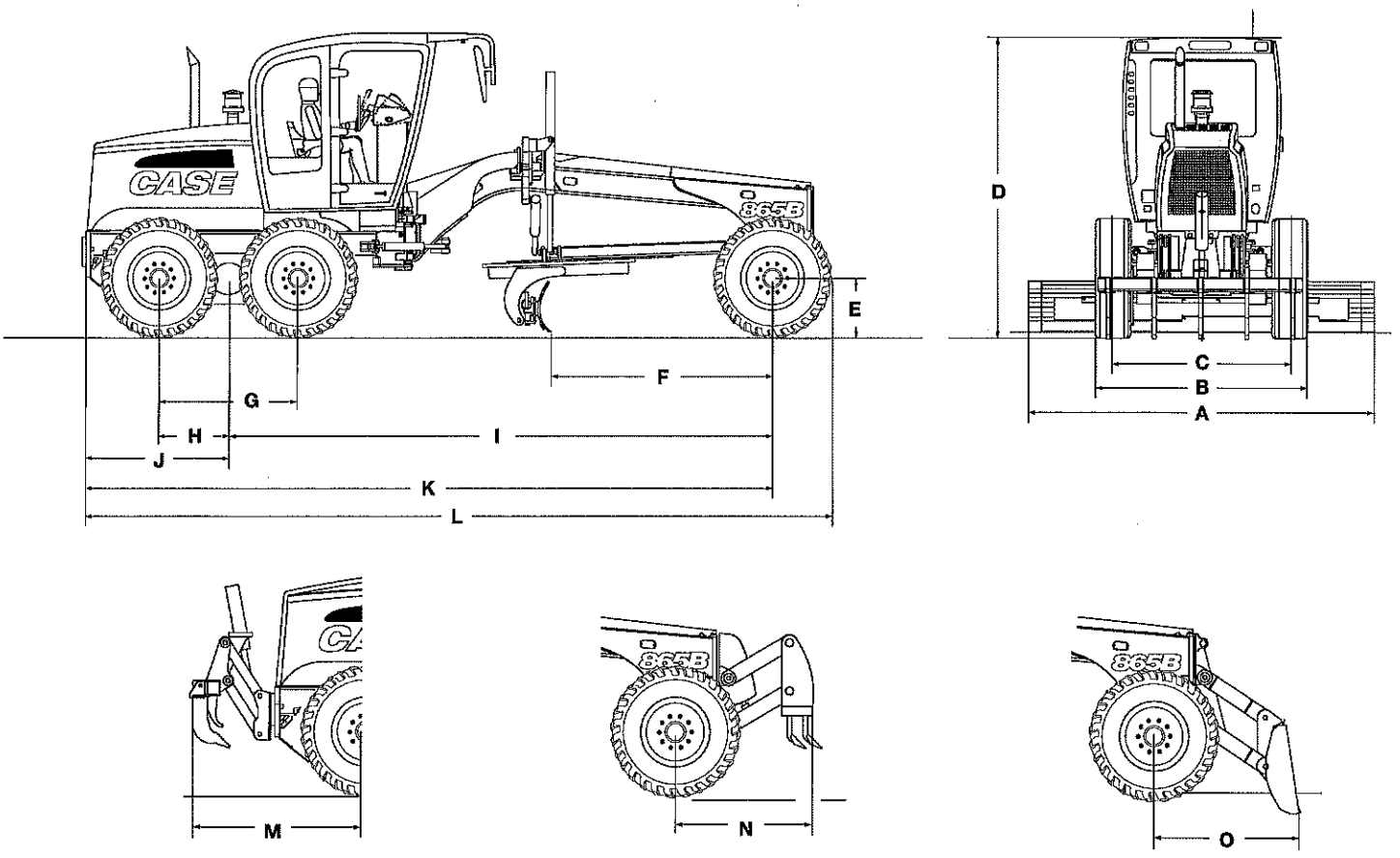
Type	Parallel
Ripper teeth	3
Optional	5
Scarifier teeth	5
Optional	9
Width of cut	86.4 in (2 195 mm)
Lift above ground:	
Ripper teeth	20.38 in (518 mm)
Scarifier teeth	27.67 in (703 mm)
Max. penetration:	
Ripper teeth	17.22 in (437 mm)
Scarifier teeth	9.43 in (252 mm)
Weight	2,167 lb (985 kg)

DOZER BLADE

Type	Front mounted
Width	109 in (2 762 mm)
Height	37.5 in (953 mm)
Lift above ground	24.5 in (622 mm)
Penetration	6.5 in (165 mm)
Weight	2,568 lb (1 165 kg) Includes front attachment group

COUNTERWEIGHT

Type	Front mounted
Weight	1,084 lb (492 kg)



Line drawings are for illustrative purpose only and may not be exact representation of unit.

DIMENSIONS	
A. Blade width	14 ft 0 in (3 962 mm)
B. Distance between outside edges of tires	8 ft 2 in (2 452 mm)
C. Wheel tread – rim 9 x 24 - one piece rim	6 ft 11 in (2 106 mm)
D. Height to top of cab – low profile	10 ft 4 in (3 150 mm)
E. Tire radius – when static	2 ft 0 in (610 mm)
F. Blade base	8 ft 5 in (2 562 mm)
G. Distance between tandem axles	5 ft 2 in (1 594 mm)
H. Distance between tandem center and wheel	2 ft 7 in (797 mm)
I. Wheelbase	20 ft 5 in (6 219 mm)
J. Distance between tandem center and rear end of machine	5 ft 5 in (1 650 mm)
K. Distance between front axle and rear end of machine	25 ft 10 in (7 869 mm)
L. Overall length – without ripper or front attachment	28 ft 0 in (8 534 mm)
M. Distance between rear tires and rear ripper	6 ft 8 in (2 028 mm)
N. Distance between front tires and front scarifier	5 ft 0 in (1 520 mm)
O. Distance between front tires and front dozer blade	5 ft 4 in (1 626 mm)
Outside tire turning radius	23 ft 9 in (7 250 mm)
Ground clearance – rear axle	24.5 in (622 mm)
Ground clearance – front axle	24.5 in (622 mm)

NOTE: All units equipped with 14.0 x 24-10 PR tires, ROPS cab with heater and A/C, std. battery, full fuel, 175 lb (79 kg) operator. Specifications per ISO 7134.

STANDARD EQUIPMENT

OPERATOR ENVIRONMENT

See page 1

ENGINE

FPT F4HE9687C turbocharged diesel
Tier 3 certified
Temperature controlled cooling fan
Charge air cooler
Air intake grid heater
Common rail electronic fuel injection
Hydraulic driven cooling fan
Auto idle

DRIVETRAIN

Hydraulic differential lock

HYDRAULICS

Closed center, load sensing hydraulic system
Controls for all functions
9 section control valve
Hydraulic moldboard side shift and pitch
5-position saddle
14 ft x 23.6 in (4 267 x 600 mm) moldboard
8 hydraulic diagnostic quick couplers
Front and rear piping for hydraulic attachment

TIRES

14.0 x 24-12 PR

INSTRUMENTS

Analog displays/Gauges:
Fuel level; Engine coolant temperature; Transmission oil temperature; Hydraulic oil temperature.
Monitor Functions:
Hour meter; Engine speed; Travel speed; Current gear selection; FNR indication; Clock; Trip computer; Fuel consumption; Fuel level percentage; Oil pressure; Coolant temperature; Engine oil temperature; Transmission oil temperature; Hydraulic oil temperature; Turbocharger air temperature; Differential lock indicator; Gear selection indicator; Engine diagnostics; Transmission diagnostics; System voltage; Error reporting; Warning prompts; Indicator warning lamps – main warning, parking brake, low brake pressure, high beams, turn signals, hazard lights, low fuel.

ELECTRICAL

2 – Heavy-duty batteries – 1010 CCA
Electronic Systems Monitor
Horn
Alternator – 90 amp
Backup alarm
Headlights
2 – Turn signals front
2 – Tail lights with turn signals, brake lights
Flood lights – cab mounted

TELEMATICS

CASE SiteWatch™ Telematics – includes hardware and a 3-yr Advanced data subscription

OPTIONAL EQUIPMENT

MOLDBOARDS

12 ft x 22 in (3 658 x 559 mm), involute curve
13 ft x 23.6 in (4 267 x 600 mm), involute curve
Extensions – 2 ft (610 mm)
Front Float Control
Moldboard Float Control
Lift cylinder/side shift accumulators
Lift cylinder accumulators

OPERATOR ENVIRONMENT

Front windows openable with rear window defroster
Lower front wiper/washers
Rear windshield washer
Air suspension seat
Sunshade

TIRES

13.0 x 24-12 PR
14.0 x 24-10 PR
14.0 x 24-12 PR
14.0 x R24 XGLA
14.0 x R24 Snoplus
16.0 x 24-12 PR
17.5 x 25-12 PR
17.5 x 25-16 PR
17.5 x R25 XTLA
17.5 x R25 Snoplus

ELECTRICAL

2 – Front mounted working lights
2 – Floodlights at moldboard
2 – Floodlights at articulation
Snow wing lighting package

OTHER

Bidirectional engine cooling fan
Cold weather package
Fire extinguisher
Strobe light
Tool box – without tools
Deluxe tool box – with tools
Tire inflator kit
Spare wheel
Spare wheel support
Slow moving vehicle sign
Rear pull hook

ATTACHMENTS

Front pull hook
Front counterweight
Front dozer blade
Front scarifier
Front push plate
Front support and lift cylinder
Rear ripper

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Biodiesel Ready CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

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Form No. CCE201701865B
Replaces Form No. CCE201503865B

CASE CONSTRUCTION

865B VHP

MOTOR GRADER

TIER 3 CERTIFIED



ENGINE – VHP

Model	FPT F4HE9687C, Tier 3 certified Compliant w/ EPA regulations effective January 2011 Electronic control
Type	4-stroke, turbocharged and air-to-air cooled
Cylinders	6-cylinder in-line
Bore/Stroke	4.09 x 5.17 in (104 x 132 mm)
Displacement	409 in³ (6.7 L)
Fuel	Diesel
Fuel Injection	Common Rail
Cooling	Liquid

Horsepower @ 2200 RPM – SAE J1995:

Gross	193/205/220 hp (144/153/164 kW)
Net	178/190/205 hp (133/142/153 kW)

Maximum torque @ 1500 RPM: 612/649/686 ft·lb (830/880/930 N·m)

DRIVETRAIN

Rear axle	Graziano, planetary
Differential	Hydraulic lock, operator controlled
Inboard brakes	Wet disc
Number of discs/brake	5
Brake surface area	2,220 in² (14 326 cm²)
Tandems:	
Type	Welded plate
Oscillation	20° each way
Front axle	High strength, welded steel
Oscillation	15.3° each direction
Wheel lean	20° left/right
Tires – standard	14.0 x 24 12PR TL G2 Firestone
Rims	1-piece 9 in x 24 in (227 mm x 610 mm)

Transmission type: Direct drive countershaft Powershift w/ electronic shift control and inching pedal

Pump flow @ 2200 RPM	29.5 gpm (112 L/min)
Sump	Integral
Speeds	8 forward/4 reverse
Shifting	Single lever, bump style automatic electronic control
Diagnostics	On-board

Speeds:	mph (km/h)
Forward:	
1st	2.7 (4.3)
2nd	3.7 (6.0)
3rd	5.2 (8.4)
4th	7.3 (11.8)
5th	10.4 (16.7)
6th	14.4 (23.1)
7th	20.2 (32.5)
8th	27.8 (44.8)
Reverse:	mph (km/h)
1st	2.5 (4.0)
2nd	5.0 (8.0)
3rd	9.8 (15.8)
4th	19.3 (31.0)

ELECTRICAL

Voltage	24 Volts, negative ground
Alternator	90 amp
Batteries	2 – Low-maintenance 1010 CCA – 100 Ah (20 hr rate)

Work lights: Headlights – 2; Turn signals, front/rear; Stop/tail – 2; Rear mounted floods – 2; Front mounted floods – 2.

Backup alarm	Standard

OPERATOR ENVIRONMENT

ROPS/FOPS cab – SAE J231, ISO 3449; Adjustable operator's console; Adjustable cloth suspension seat w/ 3 in (76 mm) retractable seat belt; Safety glass; Dome light; Inside rearview mirror; Outside rearview mirrors; Cup holder; Storage tray; 12-volt outlet; Radio ready – 12 Volt; Electrical master switch – automatic; Heater/defroster/pressurizer; Air conditioner; Sound suppression; Delphi AM/FM Radio w/ CD; Cab doors – left/right; Steps – left/right; Steering wheel; Windshield wiper – front; Windshield washer – front.

OPERATING WEIGHT

W/ 14 ft (4.27 m) moldboard, 17.5-25 tires, front counterweight, 175 lb (79 kg) operator and full fuel:

	33,796 lb (15 330 kg)
Weight, front axle	10,141 lb (4 600 kg)
Weight, rear axle	23,656 lb (10 730 kg)
Blade pressure	18,519 lb (8 400 kg)

HYDRAULICS

System design	Closed center, load sensing
Hydraulic pump	Load sensing piston pump, variable displacement, pressure and flow compensated
Rated flow @ 2200 RPM	49 gpm (187 L/min)
Control valve	9 section
Side shift and pitch	Hydraulic
Saddle	5 positions
Diagnostic quick couplers	8

SERVICE CAPACITIES

Engine	4.4 gal (17.5 L)
w/ filter change	4.7 gal (18.5 L)
Fuel	90 gal (341 L)
Transmission	5.0 gal (23 L)
w/ filter change	6.6 gal (25 L)
Radiator	10.5 gal (40 L)
Hydraulic reservoir	24.0 gal (90 L)
Hydraulic system	50.2 gal (190 L)
Circle gearbox	0.75 gal (2.8 L)
Rear axle center	11.6 gal (44 L)
Total axle	11.6 gal (44 L)
Tandem case, each	18.41 gal (69 L)

OTHER SPECIFICATIONS

Steering:

Type	Hydrostatic power steering
Turns – lock-to-lock	4.75
Pump capacity @ 2200 engine RPM:	11.1 gpm (41.8 L/min)
Relief pressure	2,200 psi (151 bar) Integral w/ priority valve

Cylinder – 2: 2.0 in bore x 11.85 in stroke x 1.0 in rod dia. (50.8 mm x 301.0 mm x 25.4 mm)

Supplemental steering	Integral

Articulation:

Type	Hydraulic actuated – w/ lock valve
Range	25° left/right
Controls	Hydraulic

MAINFRAME

Type	All welded box
Front section:	
Size	10.0 in x 11.73 in (254 mm x 298 mm)
Weight – each side	124.7 lb·ft (172.8 kg/m)
Rear section:	
Size	4.75 in x 11.75 in (121 mm x 299 mm)
Weight – each side	55.6 lb·ft (84.0 kg/m)

DRAWBAR

Type:
"A" frame welded construction with center mounted circle turn motor

Ball and circle	Shim adjustable

MOLDBOARD

Type	High-carbon steel
Shape	Involute curve
Length	14 ft 0 in (4 267 mm)
Height	23.6 in (600 mm)
Thickness	0.875 in (22 mm)
End bits	2, interchangeable
Blade pitch positions:	
Normal pitch	47°
Minimum pitch	42°
Maximum pitch	87°
Blade shift:	
Right	27.0 in (686 mm)
Left	20.9 in (533 mm)
Max. bank cutting angle:	
Right	90°
Left	90°
Max. ground penetration	28 in (711.2 mm)
Max. lift above ground	17.5 in (445 mm)

CIRCLE

Type	Welded construction
Diameter:	
Max. outside	68.9 in (1 752 mm)
Vertical member	63.0 in (1 600 mm)
Rotation	360°
Speed	1.2 RPM (7.2°/second)
Drive	Hydraulic motor
Type	Roller geroter
Displacement	15.26 in³/Rev. (0.25 L/Rev.)
Rated hydraulic flow	19.8 gpm (75 L/min)

ATTACHMENTS

SCARIFIER

Type	Front mounted
Width of cut	46 in (1 168 mm)
Teeth	5
Optional	11
Tooth spacing	9.0 in (229 mm)
Optional	4.5 in (114 mm)
Lift above ground	20.75 in (527 mm)
Max. penetration	12.5 in (318 mm)
Weight	1,256 lb (570 kg) Includes front attachment group

PUSH BLOCK

Type	Front mounted
Weight	1,084 lb (492 kg)

REAR RIPPER

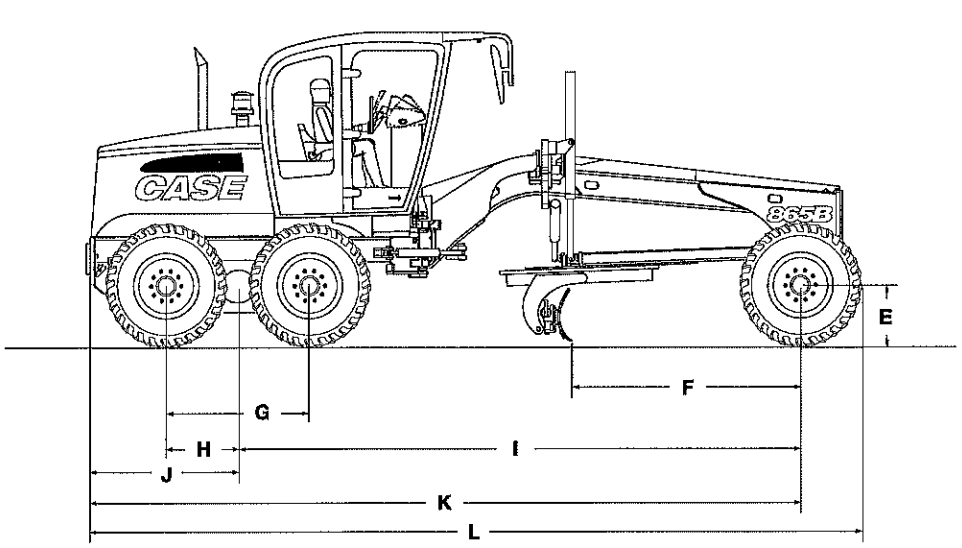
Type	Parallel
Ripper teeth	3
Optional	5
Scarifier teeth	5
Optional	9
Width of cut	86.4 in (2 195 mm)
Lift above ground:	
Ripper teeth	20.38 in (518 mm)
Scarifier teeth	27.67 in (703 mm)
Max. penetration:	
Ripper teeth	17.22 in (437 mm)
Scarifier teeth	9.43 in (252 mm)
Weight	2,167 lb (985 kg)

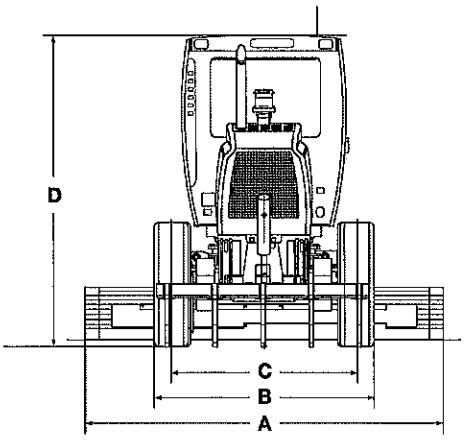
DOZER BLADE

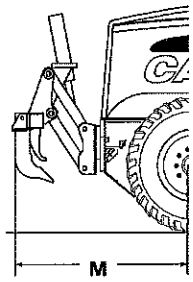
Type	Front mounted
Width	109 in (2 762 mm)
Height	37.5 in (953 mm)
Lift above ground	24.5 in (622 mm)
Penetration	6.5 in (165 mm)
Weight	2,568 lb (1 165 kg) Includes front attachment group

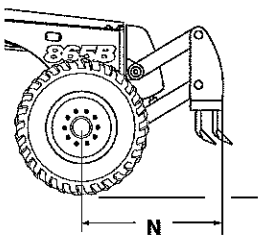
COUNTERWEIGHT

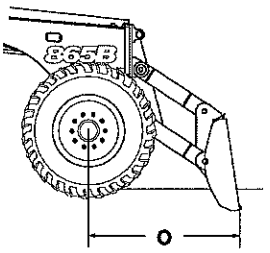
Type	Front mounted
Weight	1,084 lb (492 kg)











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DIMENSIONS	
A. Blade width	14 ft 0 in (3 962 mm)
B. Distance between outside edges of tires	8 ft 2 in (2 452 mm)
C. Wheel tread – rim 9 x 24 - one piece rim	6 ft 11 in (2 106 mm)
D. Height to top of cab – low profile	10 ft 4 in (3 150 mm)
E. Tire radius – when static	2 ft 0 in (610 mm)
F. Blade base	8 ft 5 in (2 562 mm)
G. Distance between tandem axles	5 ft 2 in (1 594 mm)
H. Distance between tandem center and wheel	2 ft 7 in (797 mm)
I. Wheelbase	20 ft 5 in (6 219 mm)
J. Distance between tandem center and rear end of machine	5 ft 5 in (1 650 mm)
K. Distance between front axle and rear end of machine	25 ft 10 in (7 869 mm)
L. Overall length – without ripper or front attachment	28 ft 0 in (8 534 mm)
M. Distance between rear tires and rear ripper	6 ft 8 in (2 028 mm)
N. Distance between front tires and front scarifier	5 ft 0 in (1 520 mm)
O. Distance between front tires and front dozer blade	5 ft 4 in (1 626 mm)
Outside tire turning radius	23 ft 9 in (7 250 mm)
Ground clearance – rear axle	24.5 in (622 mm)
Ground clearance – front axle	24.5 in (622 mm)

NOTE: All units equipped with 14.0 x 24-10 PR tires, ROPS cab with heater and A/C, std. battery, full fuel, 175 lb (79 kg) operator. Specifications per ISO 7134.

STANDARD EQUIPMENT

OPERATOR ENVIRONMENT

See page 1

ENGINE

FPT F4HE9687C turbocharged diesel
Tier 3 certified
Temperature controlled cooling fan
Charge air cooler
Air intake grid heater
Common rail electronic fuel injection
Hydraulic driven cooling fan
Auto idle

DRIVETRAIN

Hydraulic differential lock

HYDRAULICS

Closed center, load sensing hydraulic system
Controls for all functions
9 section control valve
Hydraulic moldboard side shift and pitch
5-position saddle
14 ft x 23.6 in (4 267 x 600 mm) moldboard
8 hydraulic diagnostic quick couplers
Front and rear piping for hydraulic attachment

TIRES

14.0 x 24-12 PR

INSTRUMENTS

Analog displays/Gauges:
Fuel level; Engine coolant temperature; Transmission oil temperature; Hydraulic oil temperature.
Monitor Functions:
Hour meter; Engine speed; Travel speed; Current gear selection; FNR indication; Clock; Trip computer; Fuel consumption; Fuel level percentage; Oil pressure; Coolant temperature; Engine oil temperature; Transmission oil temperature; Hydraulic oil temperature; Turbocharger air temperature; Differential lock indicator; Gear selection indicator; Engine diagnostics; Transmission diagnostics; System voltage; Error reporting; Warning prompts; Indicator warning lamps – main warning, parking brake, low brake pressure, high beams, turn signals, hazard lights, low fuel.

ELECTRICAL

2 – Heavy-duty batteries – 1010 CCA
Electronic Systems Monitor
Horn
Alternator – 90 amp
Backup alarm
Headlights
2 – Turn signals front
2 – Tail lights with turn signals, brake lights
Flood lights – cab mounted

TELEMATICS

CASE SiteWatch™ Telematics – includes hardware and a 3-yr Advanced data subscription

OPTIONAL EQUIPMENT

MOLDBOARDS

12 ft x 22 in (3 658 x 559 mm), involute curve
13 ft x 23.6 in (4 267 x 600 mm), involute curve
Extensions – 2 ft (610 mm)
Front Float Control
Moldboard Float Control
Lift cylinder/side shift accumulators
Lift cylinder accumulators

OPERATOR ENVIRONMENT

Front windows openable with rear window defroster
Lower front wiper/washers
Rear windshield washer
Air suspension seat
Sunshade

TIRES

13.0 x 24-12 PR
14.0 x 24-10 PR
14.0 x 24-12 PR
14.0 x R24 XGLA
14.0 x R24 Snoplus
16.0 x 24-12 PR
17.5 x 25-12 PR
17.5 x 25-16 PR
17.5 x R25 XTLA
17.5 x R25 Snoplus

ELECTRICAL

2 – Front mounted working lights
2 – Floodlights at moldboard
2 – Floodlights at articulation
Snow wing lighting package

OTHER

Bidirectional engine cooling fan
Cold weather package
Fire extinguisher
Strobe light
Tool box – without tools
Deluxe tool box – with tools
Tire inflator kit
Spare wheel
Spare wheel support
Slow moving vehicle sign
Rear pull hook

ATTACHMENTS

Front pull hook
Front counterweight
Front dozer blade
Front scarifier
Front push plate
Front support and lift cylinder
Rear ripper

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Replaces Form No. CCE201503865B

PRELIMINARY

CASE CONSTRUCTION

850M

CRAWLER DOZER

LT/WT/LGP

TIER 4 FINAL CERTIFIED



ENGINE

Model	FPT F4HFE413P*A008
Emissions Certification	Tier 4 Final Certified
Cylinders	4
Displacement	275 in³ (4.5 L)
Fuel Injection	Common rail
Fuel	#2 Diesel
Fuel filter	Spin-on w/ in-line strainer
Air intake	Cross-flow
Cooling	Liquid
Engine speeds	RPM
High idle - no load	2000
Rated - full load	2000 +/- 50
Low idle	1100 +/- 25
Horsepower @ 2000 RPM – SAE J1349:	
Net	112 hp (84 kW)
Gross	120 hp (90 kW)
Engine lubrication:	
Pump	Deep sump plate cooler w/ pressurized under-piston nozzles
Pump operating angle ratings:	
Side-to-side	35°
Fore and aft	45°
Oil filtration	Replaceable, spin-on full-flow cartridge
Radiator:	
Fins per inch	8.5
Fan:	
Diameter	21.6 in (550 mm)
Ratio	1.1:1

DRIVETRAIN

Dual path hydrostatic:	
Pump	Variable axial piston
Motor	Variable bent axis piston
Max drawbar pull*	41,010 lb (182.4 kN)
Transmission	Single lever control – electronic straight tracking
Transmission oil filter	4 micron, spin-on replaceable w/ 100 mesh suction screen
Travel speeds*:	
Forward	5.4 mph (8.7 kph)
Reverse	5.4 mph (8.7 kph)
Parking brakes	Heavy-duty, spring-applied, hydraulic release disc
Steering brakes	Hydrostatic
Final drive	2 helical gear reduction to planetary output
Ratio	62.4:1
Transmission cooling:	
Type	Oil to water
Core size	417 in2 (0.27 m2)

NOTE: *Measured using standard track chain. Increase travel speeds by 4% and reduce drawbar pull by 4% with the optional Max Life track chain.

ELECTRICAL

Alternator	120 amp
Battery	(2) 12-volt, low-maintenance 925 cold-cranking amps @ -4° F (-20° C)
Electrical System	24 Volts

OPERATOR ENVIRONMENT

Optional ROPS cab; Single lever control for speed, steering and direction; Cloth air suspension seat w/ back adjustment; Retractable 2 in (51 mm) seat belt; Adjustable armrest; Two foot rest; Rearview mirror; Two door windshield wipers; Dome light; 12-volt accessory outlet; Headliner; Floor mat.

Warning lights:
Air filter; Alternator; Diagnostic fault indicator; Engine coolant temperature; Engine oil pressure; Hydraulic filter; Low fuel level; Park brake engaged; Service soon indicator; Transmission filter; Transmission charge pressure; Transmission temperature.

Gauges:
Battery voltage; Fuel level; Digital hour meter/ tachometer/diagnostic/service reminder; Transmission oil temperature; Transmission speed indicator; Water temperature; Diesel Exhaust Fluid (DEF) level.

Audible warnings:
Engine coolant temperature; Engine oil pressure; Low fuel level; Transmission charge pressure; Temperature/hydraulic temperature.

OPERATING WEIGHT

Unit equipped w/ ROPS, full fuel tank, 170 lb (77 kg) operator, drawbar, side shield, track guides, backup alarm, horn and lights.

Long track	21,980 lb (9 970 kg)
Wide Track	22,750 lb (10 320 kg)
LGP	23,250 lb (10 547 kg)
Add-on weights:	
Drawbar	84 lb (38 kg)
Ripper – 3 shank	1,400 lb (635 kg)
Winch	1,001 lb (454 kg)
Front counterweight	827 lb (375 kg)
Cab	560 lb (254 kg)
MAX LIFE chain:	
18 in (457 mm)	39 lb (17.7 kg)
20 in (508 mm)	39 lb (17.7 kg)
24 in (610 mm)	87 lb (39 kg)
28 in (711 mm)	87 lb (39 kg)
Center rock guard	326 lb (148 kg)
Sweeps	139 lb (63 kg)

HYDRAULICS

Pump flow @ 2000 RPM @ 3,000 psi (20 684 kPA)	20.3 gpm (78.8 L/min)
Lift cylinder	Two (2)
Bore diameter	3.50 in (88.9 mm)
Rod diameter	1.75 in (44.4 mm)
Stroke	14.26 in (362.1 mm)
Angle cylinder	Two (2)
Bore diameter	3.50 in (88.9 mm)
Rod diameter	1.75 in (44.4 mm)
Stroke	14.56 in (369.9 mm)
Tilt cylinder	One (1)
Bore diameter	3.50 in (88.9 mm)
Rod diameter	1.75 in (44.4 mm)
Stroke	5.39 in (137.0 mm)

SERVICE CAPACITIES

Fuel tank	50.0 gal (189.0 L)
Engine oil w/ filter	13.0 qt (12.3 L)
Engine oil w/o filter	12.2 qt (11.5 L)
Engine cooling system	5.75 gal (21.8 L)
Hydraulic reservoir	26 gal (98.4 L)
Track rollers - each	0.27 qt (0.26 L)
Front idler	0.35 qt (0.33 L)
Carrier roller	0.20 qt (0.19 L)
DEF tank	12.0 gal (45.4 L)

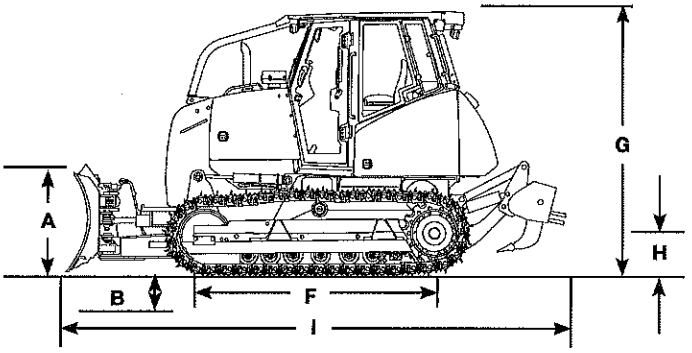
OTHER SPECIFICATIONS

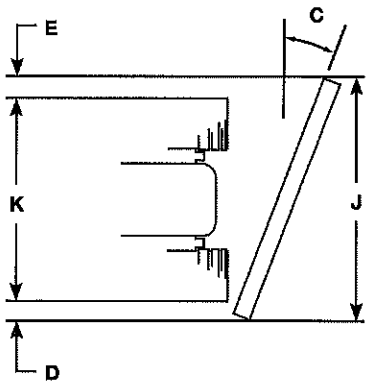
Undercarriage:	
Track adjustment	Hydraulic
Frame	Rigid suspension
Length of track on the ground:	
SALT HD	92.6 in (2 352 mm)
MAX LIFE	93.4 in (2 373 mm)
Track link pitch	6.73 in (171 mm)
Track shoe height	2.09 in (53 mm)
Pin diameter	1.42 in (36 mm)
Bushing diameter:	
SALT HD	2.39 in (60.7 mm)
MAX LIFE	3.15 in (80 mm)
Track shoes per side	40
Track rollers per side	7
Carrier rollers per side	1
Track roller rail diameter	7.48 in (190 mm)

Track on ground:	
Shoe area:	
18 in (457 mm)	3,334 in² (21 507 cm²)
20 in (508 mm)	3,704 in² (23 896 cm²)
24 in (610 mm)	4,448 in² (28 694 cm²)
28 in (711 mm)	5,184 in² (33 445 cm²)

Track:
- Long track:
  - 18 in (457 mm) closed grousers and SALT HD
  - 18 in (457 mm) open grousers and MAX LIFE
  - 20 in (508 mm) closed grousers and SALT HD
  - 20 in (508 mm) open grousers and MAX LIFE
- Wide track:
  - 20 in (508 mm) closed grousers and SALT HD
  - 20 in (508 mm) open grousers and MAX LIFE
  - 24 in (610 mm) closed grousers and SALT HD
  - 24 in (610 mm) open grousers and MAX LIFE
- Low ground pressure:
  - 28 in (711 mm) closed grousers and SALT HD
  - 28 in (711 mm) open grousers and MAX LIFE

Blade:	
Variable blade pitch	52° – 60°
Lift speed – per second	19.7 in (500 mm)
Cutting edge	Reversible, replaceable
Width	8.0 in (203 mm)
Thickness:	
96 in	0.62 in (15.875 mm)
104 in	0.75 in (19.05 mm)
112 in	0.62 in (15.875 mm)
120 in	0.75 in (19.05 mm)
124 in	0.75 in (19.05 mm)
Ripper:	
Max penetration	14.0 in (355 mm)
Width	73.1 in (1 856 mm)
Cut width	70.1 in (1 781 mm)
Max ground clearance	16.8 in (426 mm)
Max. number of shanks	3
Tooth spacing:	
w/ 3 teeth	30.9 in (785 mm)
Hydraulic cylinder	Double-acting
Diameter	3.9 in (99.1 mm)
Stroke	8.4 in (213 mm)
Rod	1.75 in (44.5 mm)





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DIMENSIONS

	Long Track (LT)		Wide Track (WT)		Low Ground Pressure (LGP)
Blade width	104 in (2 640 mm)	112 in (2 845 mm)	112 in (2 845 mm)	120 in (3 048 mm)	124 in (3 150 mm)
SAE blade capacity	2.16 yd³ (1.65 m³)	2.35 yd³ (1.80 m³)	2.35 yd³ (1.80 m³)	2.53 yd³ (1.93 m³)	2.62 yd³ (2.00 m³)
A. Blade height	36.0 in (910 mm)	36.0 in (910 mm)	36.0 in (910 mm)	36.0 in (910 mm)	36.0 in (910 mm)
B. Blade lift above ground	34.0 in (864 mm)	34.0 in (864 mm)	34.0 in (864 mm)	34.0 in (864 mm)	34.0 in (864 mm)
C. Blade depth below ground	19.2 in (488 mm)	19.2 in (488 mm)	19.2 in (488 mm)	19.2 in (488 mm)	19.2 in (488 mm)
Blade angle both directions	25°	25°	25°	25°	25°
D. Cast reach	-0.7 in (-17.3 mm)	3.4 in (86.3 mm)	-2.6 in (-66.5 mm)	0.9 in (22.0 mm)	0.6 in (14.9 mm)
E. Cut reach	12.5 in (318.1 mm)	16.5 in (418.2 mm)	10.5 in (265.7 mm)	14.0 in (355.8 mm)	13.9 in (352.0 mm)
Blade tilt, each end – up to 8.3°	8.9 in (226 mm)	8.9 in (226 mm)	8.9 in (226 mm)	9.49 in (241 mm)	9.49 in (241 mm)
Track gauge	62.0 in (1.57 m)	62.0 in (1.57 m)	70.0 in (1.78 m)	70.0 in (1.78 m)	70.0 in (1.78 m)
Maximum shoe width	20.0 in (508 mm)	20.0 in (508 mm)	24.0 in (610 mm)	24.0 in (610 mm)	28.0 in (711 mm)
F. Length of track on ground:					
SALT HD	92.6 in (2 352 mm)	92.6 in (2 352 mm)	92.6 in (2 352 mm)	92.6 in (2 352 mm)	92.6 in (2 352 mm)
MAX LIFE	93.4 in (2 373 mm)	93.4 in (2 373 mm)	93.4 in (2 373 mm)	93.4 in (2 373 mm)	93.4 in (2 373 mm)
Area of track on ground	3,704 in² (2.38 m²)	3,704 in² (2.38 m²)	4,448 in² (2.87 m²)	4,448 in² (2.87 m²)	5,186 in² (3.34 m²)
Ground pressure	5.3 psi (0.37 bar)	5.3 psi (0.37 bar)	4.5 psi (0.31 bar)	4.5 psi (0.31 bar)	4.0 psi (0.28 bar)
G. Height to top of cab	9 ft 1 in (2 769 mm)	9 ft 1 in (2 769 mm)	9 ft 1 in (2 769 mm)	9 ft 1 in (2 769 mm)	9 ft 1 in (2 769 mm)
with air conditioning	9 ft 2 in (2 794 mm)	9 ft 2 in (2 794 mm)	9 ft 2 in (2 794 mm)	9 ft 2 in (2 794 mm)	9 ft 2 in (2 794 mm)
H. Ground clearance	14.4 in (366 mm)	14.4 in (366 mm)	14.4 in (366 mm)	14.4 in (366 mm)	14.4 in (366 mm)
Length:					
Blade straight with drawbar	14 ft 9 in (4 567 mm)	14 ft 9 in (4 567 mm)	14 ft 9 in (4 567 mm)	14 ft 9 in (4 567 mm)	14 ft 9 in (4 567 mm)
I. Blade straight with ripper	17 ft 8 in (5 277 mm)	17 ft 8 in (5 277 mm)	17 ft 8 in (5 277 mm)	17 ft 8 in (5 277 mm)	17 ft 8 in (5 277 mm)
Width:					
J. Blade straight	8 ft 8 in (2 642 mm)	9 ft 4 in (2 845 mm)	9 ft 4 in (2 845 mm)	10 ft 0 in (3 048 mm)	10 ft 4 in (3 150 mm)
Blade angled	8 ft 1 in (2 440 mm)	8 ft 6 in (2 643 mm)	9 ft 0 in (2 587 mm)	9 ft 4 in (2 821 mm)	10 ft 1 in (2 911 mm)
K. Over track	6 ft 9 in (2 066 mm)	6 ft 10 in (2 083 mm)	7 ft 4 in (2 322 mm)	7 ft 10 in (2 386 mm)	8 ft 2 in (2 488 mm)

NOTE: Ground clearance and overall height dimensions are with the grousers fully penetrated. Add 2.07 in (52.5 mm) if unit is on solid surface.

STANDARD EQUIPMENT

OPERATOR ENVIRONMENT

See page 1

ENGINE

F4HFE413P*A008
Tier 4 Final Certified
Automatic fan belt tensioner
Integral engine oil cooling
Fuel filter
Dual element air cleaner
120 amp alternator
925 CCA 24-volt battery
Engine side panels
Anti-freeze to -34° F
Pusher fan

DRIVETRAIN

Dual path infinitely variable, single-lever controlled hydrostatic drive, with electronic straight tracking, power turns and counter-rotation
Final drive:
Triple reduction; helical gear/planetary decelerator with hydrostatic drive retardation
Spring-applied hydraulic release parking brake

BLADE

52° – 60° variable pitch, with integral adjustment tool
Single lever control for blade lift, angle and tilt

UNDERCARRIAGE

Hydraulic track adjusters
Easy clean track covers
Case Lubricated Track Chain
Permanently lubricated track and carrier rollers
Track adjuster guard
Track guides – front and rear
Shock resistance idler mounting

OTHER

Anti-vandalism package
Backup alarm
Horn
Work lights:
2 front
1 rear
Master disconnect switch
Mirror
Pre-cleaner
Front pull hook
Rear transmission guard

TELEMATICS

CASE SiteWatch™ Telematics – includes hardware and a 3-yr Advanced data subscription

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

Cab with heat, A/C, defroster, lights
Seat belt – 3 in (76 mm)
Rear wiper for cab
Radio

HYDRAULICS

4-spool hydraulic valve for field-installed ripper

REAR MOUNTED EQUIPMENT

Ripper – 5 position with 3 shanks
Hydraulic pump with PTO
Rear tow hook
Drawbar

BLADES

96 in (2 438 mm)
104 in (2 642 mm)
112 in (2 855 mm)
120 in (3 058 mm)
124 in (3 160 mm)

GUARDS

Sweeps
Center rock guard

SCREENS

Radiator brush screen
Sandblast screen

OTHER

Environmental drains
Case Extended Life Track
Additional work lights
Front counterweight
Blade guidance ready – Trimble
Blade guidance ready – Leica
Blade guidance ready – Topcon
Rearview mirror
Cold start aid – grid heater: with dual 12-volt battery

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IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.

Biodiesel Ready — CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

SAFETY™ NEVER HURTS — Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

Form No. CCE20170185OM

PRELIMINARY

CASE CONSTRUCTION

850M

CRAWLER DOZER

LT/WT/LGP

TIER 4 FINAL CERTIFIED



ENGINE

Model	FPT F4HFE413P*A008
Emissions Certification	Tier 4 Final Certified
Cylinders	4
Displacement	275 in³ (4.5 L)
Fuel injection	Common rail
Fuel	#2 Diesel
Fuel filter	Spin-on w/ in-line strainer
Air intake	Cross-flow
Cooling	Liquid
Engine speeds	RPM
High idle - no load	2000
Rated - full load	2000 +/- 50
Low idle	1100 +/- 25
Horsepower @ 2000 RPM – SAE J1349:	
Net	112 hp (84 kW)
Gross	120 hp (90 kW)
Engine lubrication:	
Pump	Deep sump plate cooler w/ pressurized under-piston nozzles
Pump operating angle ratings:	
Side-to-side	35°
Fore and aft	45°
Oil filtration	Replaceable, spin-on full-flow cartridge
Radiator:	
Fins per inch	8.5
Fan:	
Diameter	21.6 in (550 mm)
Ratio	1.1:1

DRIVETRAIN

Dual path hydrostatic:	
Pump	Variable axial piston
Motor	Variable bent axis piston
Max drawbar pull*	41,010 lb (182.4 kN)
Transmission	Single lever control – electronic straight tracking
Transmission oil filter	4 micron, spin-on replaceable w/ 100 mesh suction screen
Travel speeds*:	
Forward	5.4 mph (8.7 kph)
Reverse	5.4 mph (8.7 kph)
Parking brakes	Heavy-duty, spring-applied, hydraulic release disc
Steering brakes	Hydrostatic
Final drive	2 helical gear reduction to planetary output
Ratio	62.4:1
Transmission cooling:	
Type	Oil to water
Core size	417 in2 (0.27 m2)

NOTE: *Measured using standard track chain. Increase travel speeds by 4% and reduce drawbar pull by 4% with the optional Max Life track chain.

ELECTRICAL

Alternator	120 amp
Battery	(2) 12-volt, low-maintenance 925 cold-cranking amps @ -4° F (-20° C)
Electrical System	24 Volts

OPERATOR ENVIRONMENT

Optional ROPS cab; Single lever control for speed, steering and direction; Cloth air suspension seat w/ back adjustment; Retractable 2 in (51 mm) seat belt; Adjustable armrest; Two foot rest; Rearview mirror; Two door windshield wipers; Dome light; 12-volt accessory outlet; Headliner; Floor mat.

Warning lights:
Air filter; Alternator; Diagnostic fault indicator; Engine coolant temperature; Engine oil pressure; Hydraulic filter; Low fuel level; Park brake engaged; Service soon indicator; Transmission filter; Transmission charge pressure; Transmission temperature.

Gauges:
Battery voltage; Fuel level; Digital hour meter/ tachometer/diagnostic/service reminder; Transmission oil temperature; Transmission speed indicator; Water temperature; Diesel Exhaust Fluid (DEF) level.

Audible warnings:
Engine coolant temperature; Engine oil pressure; Low fuel level; Transmission charge pressure; Temperature/hydraulic temperature.

OPERATING WEIGHT

Unit equipped w/ ROPS, full fuel tank, 170 lb (77 kg) operator, drawbar, side shield, track guides, backup alarm, horn and lights.

Long track	21,980 lb (9 970 kg)
Wide Track	22,750 lb (10 320 kg)
LGP	23,250 lb (10 547 kg)
Add-on weights:	
Drawbar	84 lb (38 kg)
Ripper – 3 shank	1,400 lb (635 kg)
Winch	1,001 lb (454 kg)
Front counterweight	827 lb (375 kg)
Cab	560 lb (254 kg)
MAX LIFE chain:	
18 in (457 mm)	39 lb (17.7 kg)
20 in (508 mm)	39 lb (17.7 kg)
24 in (610 mm)	87 lb (39 kg)
28 in (711 mm)	87 lb (39 kg)
Center rock guard	326 lb (148 kg)
Sweeps	139 lb (63 kg)

HYDRAULICS

Pump flow @ 2000 RPM @ 3,000 psi (20 684 kPA)	20.3 gpm (78.8 L/min)
Lift cylinder	Two (2)
Bore diameter	3.50 in (88.9 mm)
Rod diameter	1.75 in (44.4 mm)
Stroke	14.26 in (362.1 mm)
Angle cylinder	Two (2)
Bore diameter	3.50 in (88.9 mm)
Rod diameter	1.75 in (44.4 mm)
Stroke	14.56 in (369.9 mm)
Tilt cylinder	One (1)
Bore diameter	3.50 in (88.9 mm)
Rod diameter	1.75 in (44.4 mm)
Stroke	5.39 in (137.0 mm)

SERVICE CAPACITIES

Fuel tank	50.0 gal (189.0 L)
Engine oil w/ filter	13.0 qt (12.3 L)
Engine oil w/o filter	12.2 qt (11.5 L)
Engine cooling system	5.75 gal (21.8 L)
Hydraulic reservoir	26 gal (98.4 L)
Track rollers - each	0.27 qt (0.26 L)
Front idler	0.35 qt (0.33 L)
Carrier roller	0.20 qt (0.19 L)
DEF tank	12.0 gal (45.4 L)

OTHER SPECIFICATIONS

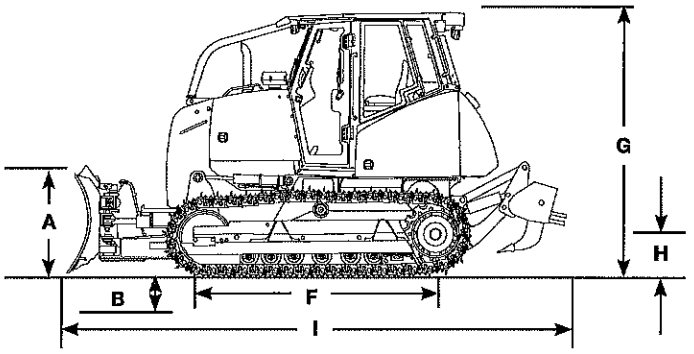
Undercarriage:	
Track adjustment	Hydraulic
Frame	Rigid suspension
Length of track on the ground:	
SALT HD	92.6 in (2 352 mm)
MAX LIFE	93.4 in (2 373 mm)
Track link pitch	6.73 in (171 mm)
Track shoe height	2.09 in (53 mm)
Pin diameter	1.42 in (36 mm)
Bushing diameter:	
SALT HD	2.39 in (60.7 mm)
MAX LIFE	3.15 in (80 mm)
Track shoes per side	40
Track rollers per side	7
Carrier rollers per side	1
Track roller rail diameter	7.48 in (190 mm)

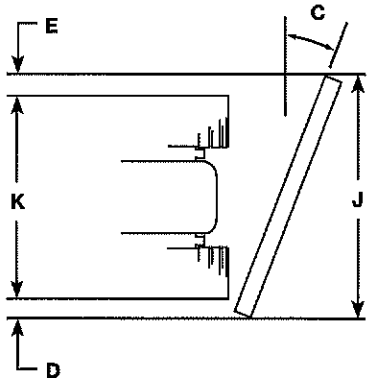
Track on ground:	
Shoe area:	
18 in (457 mm)	3,334 in² (21 507 cm²)
20 in (508 mm)	3,704 in² (23 896 cm²)
24 in (610 mm)	4,448 in² (28 694 cm²)
28 in (711 mm)	5,184 in² (33 445 cm²)

Track:
- Long track:
  - 18 in (457 mm) closed grousers and SALT HD
  - 18 in (457 mm) open grousers and MAX LIFE
  - 20 in (508 mm) closed grousers and SALT HD
  - 20 in (508 mm) open grousers and MAX LIFE
- Wide track:
  - 20 in (508 mm) closed grousers and SALT HD
  - 20 in (508 mm) open grousers and MAX LIFE
  - 24 in (610 mm) closed grousers and SALT HD
  - 24 in (610 mm) open grousers and MAX LIFE
- Low ground pressure:
  - 28 in (711 mm) closed grousers and SALT HD
  - 28 in (711 mm) open grousers and MAX LIFE

Blade:	
Variable blade pitch	52° – 60°
Lift speed – per second	19.7 in (500 mm)
Cutting edge	Reversible, replaceable
Width	8.0 in (203 mm)
Thickness:	
96 in	0.62 in (15.875 mm)
104 in	0.75 in (19.05 mm)
112 in	0.62 in (15.875 mm)
120 in	0.75 in (19.05 mm)
124 in	0.75 in (19.05 mm)

Ripper:	
Max penetration	14.0 in (355 mm)
Width	73.1 in (1 856 mm)
Cut width	70.1 in (1 781 mm)
Max ground clearance	16.8 in (426 mm)
Max. number of shanks	3
Tooth spacing:	
w/ 3 teeth	30.9 in (785 mm)
Hydraulic cylinder	Double-acting
Diameter	3.9 in (99.1 mm)
Stroke	8.4 in (213 mm)
Rod	1.75 in (44.5 mm)





Line drawings are for illustrative purpose only and may not be exact representation of unit

DIMENSIONS

	Long Track (LT)		Wide Track (WT)		Low Ground Pressure (LGP)
Blade width	104 in (2 640 mm)	112 in (2 845 mm)	112 in (2 845 mm)	120 in (3 048 mm)	124 in (3 150 mm)
SAE blade capacity	2.16 yd³ (1.65 m³)	2.35 yd³ (1.80 m³)	2.35 yd³ (1.80 m³)	2.53 yd³ (1.93 m³)	2.62 yd³ (2.00 m³)
A. Blade height	36.0 in (910 mm)	36.0 in (910 mm)	36.0 in (910 mm)	36.0 in (910 mm)	36.0 in (910 mm)
B. Blade lift above ground	34.0 in (864 mm)	34.0 in (864 mm)	34.0 in (864 mm)	34.0 in (864 mm)	34.0 in (864 mm)
C. Blade depth below ground	19.2 in (488 mm)	19.2 in (488 mm)	19.2 in (488 mm)	19.2 in (488 mm)	19.2 in (488 mm)
Blade angle both directions	25°	25°	25°	25°	25°
D. Cast reach	-0.7 in (-17.3 mm)	3.4 in (86.3 mm)	-2.6 in (-66.5 mm)	0.9 in (22.0 mm)	0.6 in (14.9 mm)
E. Cut reach	12.5 in (318.1 mm)	16.5 in (418.2 mm)	10.5 in (265.7 mm)	14.0 in (355.8 mm)	13.9 in (352.0 mm)
Blade tilt, each end – up to 8.3°	8.9 in (226 mm)	8.9 in (226 mm)	8.9 in (226 mm)	9.49 in (241 mm)	9.49 in (241 mm)
Track gauge	62.0 in (1.57 m)	62.0 in (1.57 m)	70.0 in (1.78 m)	70.0 in (1.78 m)	70.0 in (1.78 m)
Maximum shoe width	20.0 in (508 mm)	20.0 in (508 mm)	24.0 in (610 mm)	24.0 in (610 mm)	28.0 in (711 mm)
F. Length of track on ground:					
SALT HD	92.6 in (2 352 mm)	92.6 in (2 352 mm)	92.6 in (2 352 mm)	92.6 in (2 352 mm)	92.6 in (2 352 mm)
MAX LIFE	93.4 in (2 373 mm)	93.4 in (2 373 mm)	93.4 in (2 373 mm)	93.4 in (2 373 mm)	93.4 in (2 373 mm)
Area of track on ground	3,704 in² (2.38 m²)	3,704 in² (2.38 m²)	4,448 in² (2.87 m²)	4,448 in² (2.87 m²)	5,186 in² (3.34 m²)
Ground pressure	5.3 psi (0.37 bar)	5.3 psi (0.37 bar)	4.5 psi (0.31 bar)	4.5 psi (0.31 bar)	4.0 psi (0.28 bar)
G. Height to top of cab	9 ft 1 in (2 769 mm)	9 ft 1 in (2 769 mm)	9 ft 1 in (2 769 mm)	9 ft 1 in (2 769 mm)	9 ft 1 in (2 769 mm)
with air conditioning	9 ft 2 in (2 794 mm)	9 ft 2 in (2 794 mm)	9 ft 2 in (2 794 mm)	9 ft 2 in (2 794 mm)	9 ft 2 in (2 794 mm)
H. Ground clearance	14.4 in (366 mm)	14.4 in (366 mm)	14.4 in (366 mm)	14.4 in (366 mm)	14.4 in (366 mm)
Length:					
Blade straight with drawbar	14 ft 9 in (4 567 mm)	14 ft 9 in (4 567 mm)	14 ft 9 in (4 567 mm)	14 ft 9 in (4 567 mm)	14 ft 9 in (4 567 mm)
I. Blade straight with ripper	17 ft 8 in (5 277 mm)	17 ft 8 in (5 277 mm)	17 ft 8 in (5 277 mm)	17 ft 8 in (5 277 mm)	17 ft 8 in (5 277 mm)
Width:					
J. Blade straight	8 ft 8 in (2 642 mm)	9 ft 4 in (2 845 mm)	9 ft 4 in (2 845 mm)	10 ft 0 in (3 048 mm)	10 ft 4 in (3 150 mm)
Blade angled	8 ft 1 in (2 440 mm)	8 ft 6 in (2 643 mm)	9 ft 0 in (2 587 mm)	9 ft 4 in (2 821 mm)	10 ft 1 in (2 911 mm)
K. Over track	6 ft 9 in (2 066 mm)	6 ft 10 in (2 083 mm)	7 ft 4 in (2 322 mm)	7 ft 10 in (2 386 mm)	8 ft 2 in (2 488 mm)

NOTE: Ground clearance and overall height dimensions are with the grousers fully penetrated. Add 2.07 in (52.5 mm) if unit is on solid surface.

STANDARD EQUIPMENT

OPERATOR ENVIRONMENT

See page 1

ENGINE

F4HFE413P*A008
Tier 4 Final Certified
Automatic fan belt tensioner
Integral engine oil cooling
Fuel filter
Dual element air cleaner
120 amp alternator
925 CCA 24-volt battery
Engine side panels
Anti-freeze to -34° F
Pusher fan

DRIVETRAIN

Dual path infinitely variable, single-lever controlled hydrostatic drive, with electronic straight tracking, power turns and counter-rotation
Final drive:
Triple reduction; helical gear/planetary decelerator with hydrostatic drive retardation
Spring-applied hydraulic release parking brake

BLADE

52° – 60° variable pitch, with integral adjustment tool
Single lever control for blade lift, angle and tilt

UNDERCARRIAGE

Hydraulic track adjusters
Easy clean track covers
Case Lubricated Track Chain
Permanently lubricated track and carrier rollers
Track adjuster guard
Track guides – front and rear
Shock resistance idler mounting

OTHER

Anti-vandalism package
Backup alarm
Horn
Work lights:
2 front
1 rear
Master disconnect switch
Mirror
Pre-cleaner
Front pull hook
Rear transmission guard

TELEMATICS

CASE SiteWatch™ Telematics – includes hardware and a 3-yr Advanced data subscription

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

Cab with heat, A/C, defroster, lights
Seat belt – 3 in (76 mm)
Rear wiper for cab
Radio

HYDRAULICS

4-spool hydraulic valve for field-installed ripper

REAR MOUNTED EQUIPMENT

Ripper – 5 position with 3 shanks
Hydraulic pump with PTO
Rear tow hook
Drawbar

BLADES

96 in (2 438 mm)
104 in (2 642 mm)
112 in (2 855 mm)
120 in (3 058 mm)
124 in (3 160 mm)

GUARDS

Sweeps
Center rock guard

SCREENS

Radiator brush screen
Sandblast screen

OTHER

Environmental drains
Case Extended Life Track
Additional work lights
Front counterweight
Blade guidance ready – Trimble
Blade guidance ready – Leica
Blade guidance ready – Topcon
Rearview mirror
Cold start aid – grid heater: with dual 12-volt battery

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CASE CONSTRUCTION

621G

Z-BAR/XT/XR WHEEL LOADER

TIER 4 FINAL CERTIFIED



ENGINE

Make	FPT
Model	F4HFE613W
Emissions Certification	Tier 4 Final
Emissions Technology	SCR/DOC
Type	4-stroke, turbocharged and air-to-air cooled
Cylinders	6-cylinder in-line
Bore/Stroke	4.09 x 5.20 in (104 x 132 mm)
Displacement	411 in³ (6.7 L)
Fuel	#2 Diesel, #1 and #2 mixture permitted for cold temperatures
Fuel injection	Direct injection – electronic
Fuel filter	Replaceable
Fuel pump	Bosch
Gradeability:	
Side-to-side	35°
Fore and aft	35°
Air filter	Dry type elements w/ warning restriction indicator
Mid-mount cooling module:	Mid-mount air/water
Fan – hydraulic driven:	
Style	8 blade puller
Diameter	32 in (813 mm)
Water pump	Integral
Engine oil pump operating angle ratings:	
Side-to-side	35°
Fore and aft	35°
Oil filtration	Replaceable
Engine speeds	RPM
Rated – full load	2000

Horsepower:

Maximum Power Mode:	
Peak gross @ 1800 RPM	172 hp (128 kW)
Net rated @ 2000 RPM	151 hp (113 kW)
Peak net @ 1800 RPM	162 hp (121 kW)
Standard Power Mode:	
Peak gross @ 1800 RPM	156 hp (116 kW)
Net rated @ 2000 RPM	138 hp (103 kW)
Peak net @ 1800 RPM	146 hp (109 kW)
Economy Power Mode:	
Peak gross @ 1500 RPM	133 hp (99 kW)
Net rated @ 2000 RPM	101 hp (75 kW)
Peak net @ 1500 RPM	125 hp (93 kW)

Torque – peak:

Maximum Power Mode:	
Gross @ 1600 RPM	538 lb·ft (730 N·m)
Net @ 1600 RPM	510 lb·ft (692 N·m)
Standard Power Mode:	
Gross @ 1300 RPM	530 lb·ft (719 N·m)
Net @ 1300 RPM	508 lb·ft (689 N·m)
Economy Power Mode:	
Gross @ 1200 RPM	527 lb·ft (715 N·m)
Net @ 1200 RPM	508 lb·ft (689 N·m)

Torque rise:	
Maximum power range	33%

NOTE: Gross horsepower and torque per SAE J1995. Net horsepower and torque per SAE J1349.

DRIVETRAIN

Transmission:
4F/3R Proportional w/ Electronic Control Module torque sensing autoshift/manual shift and modulation

Gears	Helical cut
Gear ratios – 4-speed	Forward/Reverse
1st	4.012/3.804
2nd	2.174/2.061
3rd	1.088/1.031
4th	0.619/ —
Gear ratios – 5-speed	Forward/Reverse
1st	4.320/4.097
2nd	2.191/2.078
3rd	1.418/0.895
4th	0.944/ —
5th	0.611/ —
Torque converter:	
Stall ratio – 4-speed	2.66:1
Stall ratio – 5-speed	2.38:1
Differential:	
Limited slip w/ 30% transfer on front and rear axles	
Rear axle oscillation	24° total
Front and rear axles:	
Differential ratio	3.18
Planetary ratio	6.40
Final axle ratio	20.34
Heavy-duty axles – optional:	
Front axle equipped w/ locking differential	
Rear axle equipped w/ open differential	
Planetaries	Outboard

Service brakes:
Hydraulically actuated, maintenance-free, multiple wet disc w/ accumulator to all four wheels

Brake surface area:	
Front hub – each	480 in² (0.31 m²)
Rear hub – each	480 in² (0.31 m²)

Parking brakes:
Spring-applied hydraulic release disc on transmission output shaft neutralizes power flow to wheels when engaged

Travel speeds – 4-speed transmission:

	Forward mph (kph)	Reverse mph (kph)
1st	4.3 (6.9)	4.5 (7.3)
2nd	8.4 (13.5)	8.8 (14.2)
3rd	14.9 (23.9)	15.6 (25.0)
4th	24.0 (38.6)	—

Travel speeds – 5-speed transmission:

	Forward mph (kph)	Reverse mph (kph)
1st	4.0 (6.5)	4.3 (6.9)
2nd	8.3 (13.3)	8.7 (14.0)
3rd	12.7 (20.5)	20.1 (32.4)
4th	19.1 (30.7)	—
5th	28.0 (45.0)	—

NOTE: Travel speeds at full engine throttle w/ 20.5-R25 (L3 Radial) tires.

ELECTRICAL

Voltage	24 Volts, negative ground
Alternator	120 amp
Batteries (2)	12-volt

OPERATOR ENVIRONMENT

ROPS cab AC w/ heat; Key start; Articulated power steering w/ tilt column; Fully adjustable, suspension seat; Foot throttle; Single lever loader control w/ fully adjustable wrist rest, 2 cup holders; 2 interior rear view mirrors; 2 inch (51 mm) retractable seat belt; Multiple storage trays; Single brake pedal; F/N/R shuttle switch; External rearview mirrors; Pressurized air filtering; Anti-glare window strip; Front and Rear Defroster; Side window, partial/fully open; 2 Dome lights; Wipers, rear and intermittent front; Windshield washers, front and rear; Rubber floor mat; Horn.

Displays/Gauges:
Digital:
Transmission oil temperature; Engine coolant temperature; Fuel level; DEF level.
LCD screen:
Hour meter; Engine speed; Travel speed; Time; Automatic transmission indication; Current gear selection; FNR indication; DeClutch indication; Engine mode indication; Trip computer A/B; Fuel consumption; Multiple languages, Metric/English; Engine diagnostics; Transmission diagnostics; Warning prompts; Error reporting; DEF gauge; Diff. lock*.

Audible/Visual alarms:
Warning lights:
Four-way flashers and turn signals; Brake pressure; Lamp/high beam indication; Grid heater*.
Caution warnings:
Parking brake; Coolant temperature; Hydraulic oil temperature; Transmission oil temperature; Air filter; Transmission filter; Hydraulic filter; Alternator; Low fuel.

Critical warnings:
Engine oil pressure; Brake pressure; Steering pressure – w/ aux. steering*; Coolant temperature; Hydraulic oil temperature; Transmission oil temperature.
Backup alarm
Maintenance reminders:
Cab air filter; Engine oil filter; Fuel pre-filter; DEF tank vent filter; SCR supply filter; Hydraulic oil and filter; Engine air filter; Engine coolant drive belt; Cab recirculation filter; Engine breather filter; Transmission breather; Front and rear axle fluid; SCR supply module filter.

NOTE: *If equipped w/ option.

OPERATING WEIGHT

Z-Bar
Unit equipped w/ 2.75 yd³ (2.1 m³) Case pin on bucket w/ edge; 20.5-R25 L3 Radial tires; ROPS cab w/ heater and A/C; Std. battery; Heavy counterweight – 1,950 lb (885 kg); Front and rear fenders; Lights; 165 lb (75 kg) operator:
28,159 lb (12 773 kg)

XT
Unit equipped w/ 2.5 yd³ (1.9 m³) CNH w/ edge and JRB coupler; 20.5-R25 L3 Radial tires; ROPS cab w/ heater and A/C; Std. battery; Heavy counterweight – 1,950 lb (885 kg); Front and rear fenders; Lights; 165 lb (75 kg) operator:
29,076 lb (13 188 kg)

XR
Unit equipped w/ 2.5 yd³ (1.9 m³) Case pin on bucket w/ edge; 20.5-R25 L3 Radial tires; ROPS cab w/ heater and A/C; Std. battery; Heavy counterweight – 1,950 lb (885 kg); Front and rear fenders; Lights; 165 lb (75 kg) operator:
28,483 lb (12 920 kg)

HYDRAULICS

Pump – steering/implement:
Closed center pressure/flow compensated

Variable displacement – load-sensing:
45.2 gpm @ 2000 RPM
(171 L/min @ 2000 RPM)

Loader control valve:
Closed-center, sectional 2, 3 or 4-function w/ control for lift, tilt and auxiliary hydraulics

Loader auxiliary steering:
Hydraulic orbital center-pivot articulating w/ on-demand oil flow

High pressure standby:	
Implement	3,625 psi (25 000 kPa)
Steering	3,500 psi (24 132 kPa)

Filtration:
Filtered vent w/ relief on hydraulic reservoir, maintains 3-5 psi on reservoir, 10-micron, return filter furnishes only clean oil to all components of the system

SERVICE CAPACITIES

Fuel tank	65.0 gal (246.0 L)
DEF tank – Diesel Exhaust Fluid:	
Usable capacity	9.8 gal (37.1 L)
Total	15.6 gal (58.9 L)
Hydraulic system:	
Reservoir	24.0 gal (90.8 L)
Total	39.0 gal (147.6 L)
Transmission:	
Service w/ filter	28.2 qt (26.7 L)
Front and rear axle:	
Front axle	23.2 qt (22.0 L)
Rear axle	23.2 qt (22.0 L)
Front and rear axle – optional:	
Front axle	23.2 qt (22.0 L)
Rear axle	23.2 qt (22.0 L)
Engine oil w/ filter	13.9 qt (13.2 L)
Cooling system	28.4 qt (26.8 L)

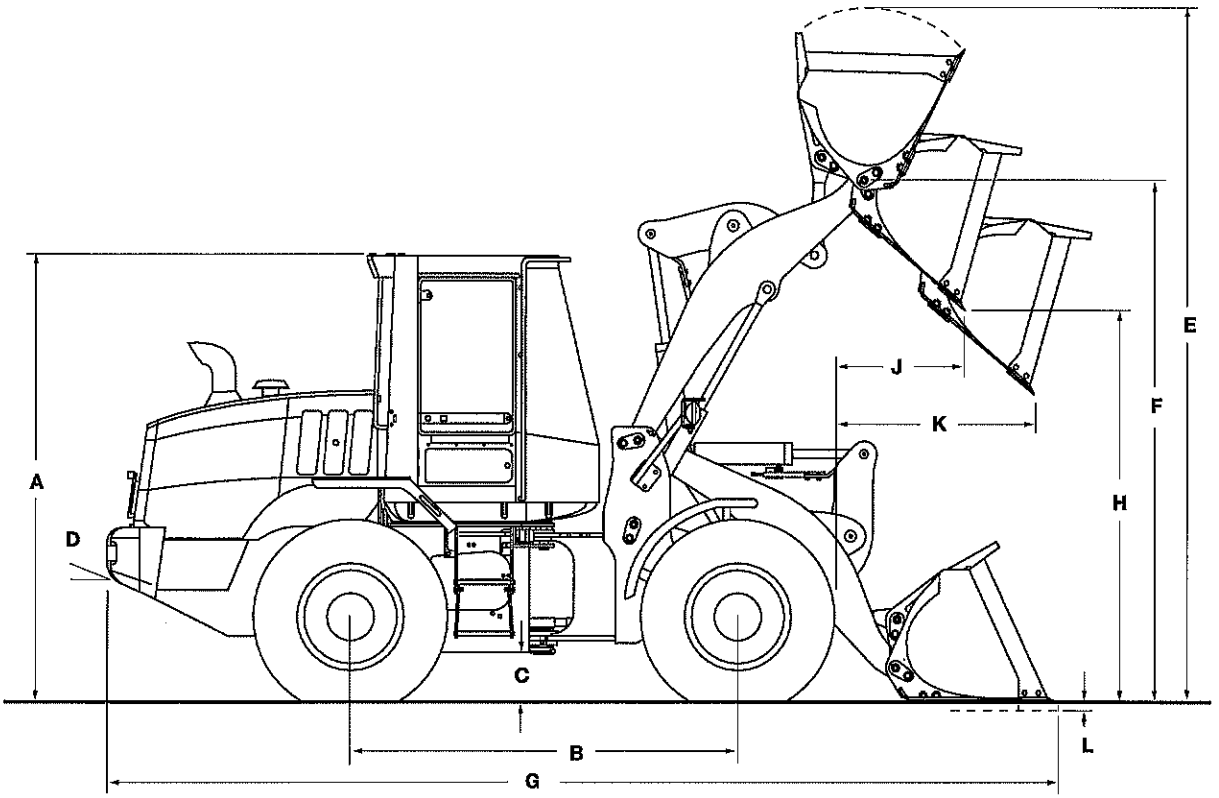
OTHER SPECIFICATIONS

Lift cylinder:	
Bore diameter	4.7 in (121 mm)
Rod diameter	2.5 in (64 mm)
Stroke	31.0 in (788 mm)
Dump cylinder – Z-Bar and XR:	
Bore diameter	5.0 in (127 mm)
Rod diameter	3.0 in (76 mm)
Stroke	24.4 in (620 mm)
Dump cylinder – XT:	
Bore diameter	4.5 in (114 mm)
Rod diameter	2.5 in (64 mm)
Stroke	32.6 in (820 mm)

Loader:
Z-Bar loader linkage; Single control for lift and tilt; Positive hold float; Automatic return-to-dig; Automatic height control; Automatic return-to-travel; Brake pedal transmission disconnect; Bucket position indicator on bucket.

Cycle time:	
Raise w/ rated bucket load:	
Z-Bar	6.3 sec
XR	6.3 sec
XT	6.5 sec
Dump w/ rated bucket load:	
Z-Bar	1.2 sec
XR	1.2 sec
XT	2.4 sec
Float down:	
Z-Bar	4.8 sec
XR	4.8 sec
XT	4.2 sec
Sound level in Cab (LpA)	68 dB(A)
Exterior sound level (LwA)	104 dB(A)

NOTE: Sound level data tested in accordance with ISO6395, 6396, 3744.



Line drawings are for illustrative purpose only and may not be exact representation of unit.

DIMENSIONS

A. Height to top of ROPS cab	133.2 in (3 384 mm)
Height to drawbar	42.1 in (1 070 mm)
B. Wheelbase	114.2 in (2 900 mm)
C. Ground clearance	15.3 in (389 mm)
D. Angle of departure	25°
Width:	
Overall* without bucket	97.6 in (2 478 mm)
Centerline tread	76.8 in (1 950 mm)
Turning radius* – outside	205.6 in (5 223 mm)
Turning angle:	
From center	40°
Total angle	80°
Rear axle oscillation – total	24°

NOTE: *Dimensions taken with 20.5-R25 (L3 Radial) tires. For transport dimensions, refer to specific bucket width and overall length on pages 4 through 9.

WEIGHT ADJUSTMENTS

Select Options	Weight Adjustment	Tipping Load Adjustment Straight: Deflected*	Tipping Load Adjustment 40° Turn: Deflected*
20.5 x 25 12 ply L2 Bias tires	-592 lb (-269 kg)	-618 lb (-280 kg)	-934 lb (-424 kg)
20.5 x 25 12 ply L3 Bias tires	-20 lb (-9 kg)	+240 lb (+109 kg)	+321 lb (+146 kg)
20.5-R25 L2 Radial tires	-256 lb (-116 kg)	-259 lb (-117 kg)	-215 lb (-98 kg)
20.5-R25 Snow Radial Tires	-132 lb (-60 kg)	-175 lb (-79 kg)	-139 lb (-63 kg)
20.5-R25 Solid Tires Req. Diff Axles, Ltd Speed Controler	+4,782 lb (+2 169 kg)	+3,140 lb (+1 424 kg)	+3,216 lb (+1 459 kg)
Light counterweight	-810 lb (-367 kg)	-1,778 lb (-807 kg)	-1,407 lb (-638 kg)

NOTE: Unit equipped with Z-Bar loader arms, 2.5 yd^3 (1.9 m^3) general purpose pin on bucket with bolt-on edge, 20.5-R25 (L3 Radial) tires, ROPS cab with heater and air conditioner, heavy counterweight, standard batteries, front and rear fenders, full fuel and 165 lb (79 kg) operator. Adjust select options from rated weight.
*Tipping loads: ISO 14397-1 Deflected Tires.

PERFORMANCE SPECS

621G Z-Bar*		2.5 yd³ (1.9 m³) Bucket with Bolt-on Edge - Pin On	2.4 yd³ (1.8 m³) Bucket with Teeth Only - Pin On	2.75 yd³ (2.1 m³) Bucket with Bolt-on Edge - Pin On
Operating weight		28,093 lb (12 743 kg)	28,013 lb (12 707 kg)	28,159 lb (12 773 kg)
E. Operating height – fully raised with spillguard		194.5 in (4 941 mm)	194.5 in (4 941 mm)	195.6 in (4 968 mm)
F. Hinge pin height – fully raised		150.9 in (3 833 mm)	150.9 in (3 834 mm)	150.9 in (3 833 mm)
G. Overall length – bucket level on ground		284.9 in (7 237 mm)	290.6 in (7 382 mm)	287.9 in (7 312 mm)
Dump angle – fully raised		51°	51°	51°
H. Dump height – fully raised, 45° dump		114.1 in (2 899 mm)	110.4 in (2 805 mm)	112.2 in (2 849 mm)
J. Bucket reach – fully raised, 45° dump		36.0 in (916 mm)	40.2 in (1 021 mm)	38.0 in (965 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		57.7 in (1 466 mm)	60.0 in (1 525 mm)	58.7 in (1 491 mm)
L. Dig depth		2.8 in (72 mm)	3.0 in (76 mm)	3.1 in (78 mm)
Operating load – ISO Rigid Tires		10,724 lb (4 864 kg)	10,860 lb (4 926 kg)	10,594 lb (4 805 kg)
Operating load – ISO Deflected Tires		9,700 lb (4 400 kg)	9,824 lb (4 456 kg)	9,579 lb (4 345 kg)
Maximum material density – ISO Rigid Tires		4,289 lb/yd³ (2 545 kg/m³)	4,525 lb/yd³ (2 685 kg/m³)	3,852 lb/yd³ (2 286 kg/m³)
Maximum material density – ISO Deflected Tires		3,880 lb/yd³ (2 302 kg/m³)	4,093 lb/yd³ (2 429 kg/m³)	3,483 lb/yd³ (2 067 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	24,606 lb (11 161 kg)	24,903 lb (11 296 kg)	24,322 lb (11 032 kg)
	40° turn	21,447 lb (9 728 kg)	21,719 lb (9 852 kg)	21,188 lb (9 611 kg)
Tipping load – ISO Deflected Tires:	Straight	22,881 lb (10 378 kg)	23,155 lb (10 503 kg)	22,610 lb (10 256 kg)
	40° turn	19,401 lb (8 800 kg)	19,648 lb (8 912 kg)	19,158 lb (8 690 kg)
Lift capacity:	Full height	16,442 lb (7 458 kg)	16,530 lb (7 498 kg)	16,368 lb (7 424 kg)
	Ground	25,278 lb (11 466 kg)	26,675 lb (12 100 kg)	23,900 lb (10 841 kg)
Breakout force with tilt cylinder		27,280 lb (12 374 kg)	29,182 lb (13 237 kg)	25,487 lb (11 561 kg)
Loader clearance circle with bucket		451.9 in (11 478 mm)	454.8 in (11 552 mm)	453.6 in (11 521 mm)

621G XR		2.5 yd³ (1.9 m³) Bucket with Bolt-on Edge - Pin On	2.4 yd³ (1.8 m³) Bucket with Teeth Only - Pin On	2.75 yd³ (2.1 m³) Bucket with Bolt-on Edge - Pin On
Operating Weight		28,483 lb (12 920 kg)	28,403 lb (12 883 kg)	28,549 lb (12 950 kg)
E. Operating height – fully raised with spillguard		211.2 in (5 365 mm)	211.2 in (5 365 mm)	212.3 in (5 392 mm)
F. Hinge pin height – fully raised		167.6 in (4 258 mm)	167.6 in (4 258 mm)	167.6 in (4 258 mm)
G. Overall length – bucket level on ground		301.1 in (7 648 mm)	306.8 in (7 792 mm)	304.0 in (7 722 mm)
Dump angle – fully raised		45°	45°	45°
H. Dump height – fully raised, 45° dump		130.8 in (3 323 mm)	127.1 in (3 229 mm)	128.9 in (3 273 mm)
J. Bucket reach – fully raised, 45° dump		36.1 in (916 mm)	40.2 in (1 022 mm)	38.0 in (966 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		71.6 in (1 817 mm)	74.1 in (1 883 mm)	72.7 in (1 846 mm)
L. Dig depth		3.0 in (76 mm)	3.2 in (81 mm)	3.3 in (83 mm)
Operating load – ISO Rigid Tires		8,949 lb (4 059 kg)	9,059 lb (4 109 kg)	8,847 lb (4 013 kg)
Operating load – ISO Deflected Tires		8,196 lb (3 718 kg)	8,299 lb (3 764 kg)	8,099 lb (3 674 kg)
Maximum material density – ISO Rigid Tires		3,580 lb/yd³ (2 124 kg/m³)	3,775 lb/yd³ (2 240 kg/m³)	3,217 lb/yd³ (1 909 kg/m³)
Maximum material density – ISO Deflected Tires		3,279 lb/yd³ (1 945 kg/m³)	3,458 lb/yd³ (2 052 kg/m³)	2,945 lb/yd³ (1 748 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	20,633 lb (9 359 kg)	20,872 lb (9 467 kg)	20,410 lb (9 258 kg)
	40° turn	17,898 lb (8 119 kg)	18,119 lb (8 219 kg)	17,694 lb (8 026 kg)
Tipping load – ISO Deflected Tires:	Straight	19,384 lb (8 792 kg)	19,609 lb (8 895 kg)	19,170 lb (8 695 kg)
	40° turn	16,393 lb (7 436 kg)	16,598 lb (7 529 kg)	16,199 lb (7 348 kg)
Lift capacity:	Full height	15,959 lb (7 239 kg)	16,044 lb (7 277 kg)	15,889 lb (7 207 kg)
	Ground	25,759 lb (11 684 kg)	25,976 lb (11 783 kg)	25,530 lb (11 580 kg)
Breakout force with tilt cylinder		28,096 lb (12 744 kg)	30,037 lb (13 625 kg)	26,232 lb (11 898 kg)
Loader clearance circle with bucket		467.0 in (11 862 mm)	470.4 in (11 948 mm)	468.9 in (11 911 mm)

621G		Z-Bar/XR	Z-Bar/XR	Z-Bar/XR
Maximum rollback:	Ground	40°/40°	40°/40°	40°/40°
	Carry position	45°/45°	45°/45°	45°/45°
	@ Full height	55°/59°	55°/59°	55°/59°
Maximum grading angle with bucket – back dragging		58°/58°	59°/59°	59°/59°
SAE bucket capacity – struck		2.15 yd³ (1.64 m³)	2.05 yd³ (1.57 m³)	2.32 yd³ (1.77 m³)
Heaped		2.50 yd³ (1.91 m³)	2.40 yd³ (1.83 m³)	2.75 yd³ (2.10 m³)
Bucket width – outside		102.4 in (2 602 mm)	102.1 in (2 593 mm)	102.4 in (2 602 mm)
Bucket weight		1,796 lb (814 kg)	1,716 lb (778 kg)	1,862 lb (844 kg)

PERFORMANCE SPECS

621G Z-Bar*		2.6 yd³ (2.0 m³) Bucket with Teeth - Pin On	3.0 yd³ (2.3 m³) Bucket with Bolt-on Edge - Pin On	3.0 yd³ (2.3 m³) Bucket with Bolt-On Edge & Grapple - Pin On
Operating weight		28,079 lb (12 737 kg)	28,254 lb (12 816 kg)	30,012 lb (13 613 kg)
E. Operating height – fully raised with spillguard		195.6 in (4 968 mm)	198.6 in (5 044 mm)	256.6 in (6 518 mm)
F. Hinge pin height – fully raised		150.9 in (3 833 mm)	150.9 in (3 833 mm)	150.8 in (3 831 mm)
G. Overall length – bucket level on ground		293.6 in (7 457 mm)	290.6 in (7 380 mm)	290.7 in (7 383 mm)
Dump angle – fully raised		51°	51°	51°
H. Dump height – fully raised, 45° dump		108.5 in (2 755 mm)	110.4 in (2 804 mm)	110.3 in (2 801 mm)
J. Bucket reach – fully raised, 45° dump		42.2 in (1 071 mm)	39.8 in (1 010 mm)	39.8 in (1 010 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		60.9 in (1 548 mm)	59.6 in (1 513 mm)	59.5 in (1 512 mm)
L. Dig depth		3.2 in (82 mm)	3.3 in (84 mm)	3.4 in (86 mm)
Operating load – ISO Rigid Tires		10,708 lb (4 857 kg)	10,452 lb (4 741 kg)	9,619 lb (4 363 kg)
Operating load – ISO Deflected Tires		9,683 lb (4 392 kg)	9,441 lb (4 282 kg)	8,585 lb (3 894 kg)
Maximum material density – ISO Rigid Tires		4,119 lb/yd³ (2 444 kg/m³)	3,484 lb/yd³ (2 067 kg/m³)	3,206 lb/yd³ (1 903 kg/m³)
Maximum material density – ISO Deflected Tires		3,724 lb/yd³ (2 210 kg/m³)	3,147 lb/yd³ (1 867 kg/m³)	2,862 lb/yd³ (1 698 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	24,568 lb (11 144 kg)	24,011 lb (10 891 kg)	22,345 lb (10 136 kg)
	40° turn	21,416 lb (9 714 kg)	20,905 lb (9 482 kg)	19,238 lb (8 726 kg)
Tipping load – ISO Deflected Tires:	Straight	22,839 lb (10 360 kg)	22,307 lb (10 118 kg)	20,604 lb (9 346 kg)
	40° turn	19,366 lb (8 784 kg)	18,882 lb (8 565 kg)	17,169 lb (7 788 kg)
Lift capacity:	Full height	16,454 lb (7 464 kg)	16,266 lb (7 378 kg)	14,514 lb (6 584 kg)
	Ground	24,889 lb (11 289 kg)	22,395 lb (10 158 kg)	20,444 lb (9 273 kg)
Breakout force with tilt cylinder		27,150 lb (12 315 kg)	24,031 lb (10 900 kg)	22,248 lb (10 091 kg)
Loader clearance circle with bucket		456.5 in (11 596 mm)	455.1 in (11 560 mm)	455.1 in (11 560 mm)

621G XR		2.6 yd³ (2.0 m³) Bucket with Teeth - Pin On	3.0 yd³ (2.3 m³) Bucket with Bolt-on Edge - Pin On	3.0 yd³ (2.3 m³) Bucket with Bolt-On Edge & Grapple - Pin On
Operating weight		28,469 lb (12 913 kg)	28,644 lb (12 993 kg)	30,402 lb (13 790 kg)
E. Operating height – fully raised with spillguard		212.3 in (5 393 mm)	215.3 in (5 469 mm)	273.3 in (6 942 mm)
F. Hinge pin height – fully raised		167.6 in (4 258 mm)	167.6 in (4 258 mm)	167.5 in (4 255 mm)
G. Overall length – bucket level on ground		309.7 in (7 867 mm)	306.7 in (7 789 mm)	306.7 in (7 791 mm)
Dump angle – fully raised		45°	45°	45°
H. Dump height – fully raised, 45° dump		125.2 in (3 179 mm)	127.1 in (3 229 mm)	127.0 in (3 226 mm)
J. Bucket reach – fully raised, 45° dump		42.2 in (1 072 mm)	39.8 in (1 011 mm)	39.8 in (1 011 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		75.2 in (1 909 mm)	73.7 in (1 871 mm)	73.6 in (1 870 mm)
L. Dig depth		3.4 in (87 mm)	3.5 in (88 mm)	3.6 in (91 mm)
Operating load – ISO Rigid Tires		8,942 lb (4 056 kg)	8,734 lb (3 961 kg)	7,899 lb (3 583 kg)
Operating load – ISO Deflected Tires		8,188 lb (3 714 kg)	7,988 lb (3 623 kg)	7,133 lb (3 236 kg)
Maximum material density – ISO Rigid Tires		3,439 lb/yd³ (2 041 kg/m³)	2,911 lb/yd³ (1 727 kg/m³)	2,633 lb/yd³ (1 562 kg/m³)
Maximum material density – ISO Deflected Tires		3,149 lb/yd³ (1 869 kg/m³)	2,663 lb/yd³ (1 580 kg/m³)	2,378 lb/yd³ (1 411 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	20,613 lb (9 350 kg)	20,164 lg (9 146 kg)	18,494 lb (8 389 kg)
	40° turn	17,884 lb (8 112 kg)	17,467 lb (7 923 kg)	15,797 lb (7 166 kg)
Tipping load – ISO Deflected Tires:	Straight	19,362 lb (8 782 kg)	18,926 lb (8 585 kg)	17,227 lb (7 814 kg)
	40° turn	16,376 lb (7 428 kg)	15,975 lb (7 246 kg)	14,267 lb (6 471 kg)
Lift capacity:	Full height	15,973 lb (7 245 kg)	15,791 lb (7 162 kg)	14,039 lb (6 368 kg)
	Ground	25,712 lb (11 663 kg)	25,246 lb (11 451 kg)	23,458 lb (10 641 kg)
Breakout force with tilt cylinder		27,928 lb (12 668 kg)	24,720 lb (11 213 kg)	22,929 lb (10 400 kg)
Loader clearance circle with bucket		472.4 in (11 999 mm)	470.7 in (11 956 mm)	470.7 in (11 956 mm)

621G		Z-Bar/XR	Z-Bar/XR	Z-Bar/XR
Maximum rollback:	Ground	40°/40°	41°/40°	41°/40°
	Carry position	45°/45°	45°/45°	45°/45°
	@ Full height	55°/59°	55°/59°	55°/59°
Maximum grading angle with bucket – back dragging		60°/59°	59°/59°	59°/59°
SAE bucket capacity – struck		2.22 yd³ (1.70 m³)	2.56 yd³ (1.96 m³)	2.56 yd³ (1.96 m³)
Heaped		2.60 yd³ (1.99 m³)	3.00 yd³ (2.29 m³)	3.00 yd³ (2.29 m³)
Bucket width – outside		102.1 in (2 593 mm)	102.4 in (2 602 mm)	102.4 in (2 602 mm)
Bucket weight		1,782 lb (808 kg)	1,957 lb (888 kg)	3,715 lb (1 685 kg)

PERFORMANCE SPECS

621G Z-Bar*		4.5 yd³ (3.4 m³) Bucket with Bolt-on Edge - Pin On	2.5 yd³ (1.9 m³) Bucket with Bolt-On Edge - ACS Coupler	2.4 yd³ (1.8 m³) Bucket with Teeth - ACS Coupler
Operating weight		28,778 lb (13 053 kg)	29,109 lb (13 203 kg)	29,028 lb (13 167 kg)
E. Operating height – fully raised with spillguard		212.9 in (5 408 mm)	199.2 in (5 059 mm)	199.2 in (5 059 mm)
F. Hinge pin height – fully raised		150.9 in (3 833 mm)	150.9 in (3 832 mm)	150.9 in (3 832 mm)
G. Overall length – bucket level on ground		302.9 in (7 694 mm)	292.0 in (7 418 mm)	297.7 in (7 562 mm)
Dump angle – fully raised		50°	51°	51°
H. Dump height – fully raised, 45° dump		102.2 in (2 595 mm)	109.5 in (2 782 mm)	105.8 in (2 688 mm)
J. Bucket reach – fully raised, 45° dump		47.9 in (1 216 mm)	41.5 in (1 053 mm)	45.6 in (1 158 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		62.9 in (1 598 mm)	60.8 in (1 545 mm)	62.9 in (1 597 mm)
L. Dig depth		4.4 in (111 mm)	2.9 in (73 mm)	3.1 in (78 mm)
Operating load – ISO Rigid Tires		10,274 lb (4 660 kg)	9,690 lb (4 395 kg)	9,811 lb (4 450 kg)
Operating load – ISO Deflected Tires		9,223 lb (4 183 kg)	8,724 lb (3 957 kg)	8,835 lb (4 008 kg)
Maximum material density – ISO Rigid Tires		2,283 lb/yd³ (1 355 kg/m³)	3,876 lb/yd³ (2 300 kg/m³)	4,088 lb/yd³ (2 426 kg/m³)
Maximum material density – ISO Deflected Tires		2,050 lb/yd³ (1 216 kg/m³)	3,490 lb/yd³ (2 071 kg/m³)	3,681 lb/yd³ (2 184 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	23,690 lb (10 746 kg)	22,375 lb (10 149 kg)	22,640 lb (10 269 kg)
	40° turn	20,548 lb (9 320 kg)	19,380 lb (8 791 kg)	19,623 lb (8 901 kg)
Tipping load – ISO Deflected Tires:	Straight	21,915 lb (9 940 kg)	20,750 lb (9 412 kg)	20,996 lb (9 524 kg)
	40° turn	18,446 lb (8 367 kg)	17,449 lb (7 915 kg)	17,670 lb (8 015 kg)
Lift capacity:	Full height	15,794 lb (7 164 kg)	15,396 lb (6 984 kg)	15,483 lb (7 023 kg)
	Ground	21,930 lb (9 947 kg)	17,992 lb (8 161 kg)	18,795 lb (8 525 kg)
Breakout force with tilt cylinder		18,285 lb (8 294 kg)	22,635 lb (10 267 kg)	24,003 lb (10 887 kg)
Loader clearance circle with bucket		462.3 in (11 743 mm)	455.9 in (11 580 mm)	459.0 in (11 658 mm)

621G XR		4.5 yd³ (3.4 m³) Bucket with Bolt-on Edge - Pin On	2.5 yd³ (1.9 m³) Bucket with Bolt-On Edge - ACS Coupler	2.4 yd³ (1.8 m³) Bucket with Teeth - ACS Coupler
Operating weight		29,167 lb (13 230 kg)	29,498 lb (13 380 kg)	29,418 lb (13 344 kg)
E. Operating height – fully raised with spillguard		229.6 in (5 833 mm)	215.9 in (5 484 mm)	215.9 in (5 484 mm)
F. Hinge pin height – fully raised		167.6 in (4 257 mm)	167.6 in (4 257 mm)	167.6 in (4 257 mm)
G. Overall length – bucket level on ground		318.8 in (8 099 mm)	308.2 in (7 828 mm)	313.9 in (7 972 mm)
Dump angle – fully raised		45°	45°	45°
H. Dump height – fully raised, 45° dump		119.2 in (3 027 mm)	126.2 in (3 206 mm)	122.5 in (3 113 mm)
J. Bucket reach – fully raised, 45° dump		48.2 in (1 225 mm)	41.5 in (1 054 mm)	45.6 in (1 159 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		77.7 in (1 973 mm)	75.0 in (1 904 mm)	77.3 in (1 964 mm)
L. Dig depth		4.5 in (115 mm)	3.1 in (78 mm)	3.2 in (82 mm)
Operating load – ISO Rigid Tires		8,535 lb (3 871 kg)	8,072 lb (3 662 kg)	8,173 lb (3 707 kg)
Operating load – ISO Deflected Tires		7,762 lb (3 521 kg)	7,355 lb (3 336 kg)	7,448 lb (3 379 kg)
Maximum material density – ISO Rigid Tires		1,897 lb/yd³ (1 125 kg/m³)	3,229 lb/yd³ (1 916 kg/m³)	3,405 lb/yd³ (2 021 kg/m³)
Maximum material density – ISO Deflected Tires		1,725 lb/yd³ (1 023 kg/m³)	2,942 lb/yd³ (1 746 kg/m³)	3,104 lb/yd³ (1 842 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	19,796 lb (8 979 kg)	18,759 lb (8 509 kg)	18,976 lb (8 607 kg)
	40° turn	17,070 lb (7 743 kg)	16,145 lb (7 323 kg)	16,345 lb (7 414 kg)
Tipping load – ISO Deflected Tires:	Straight	18,511 lb (8 396 kg)	17,570 lb (7 970 kg)	17,775 lb (8 063 kg)
	40° turn	15,524 lb (7 041 kg)	14,710 lb (6 673 kg)	14,897 lb (6 757 kg)
Lift capacity:	Full height	15,308 lb (6 944 kg)	14,931 lb (6 772 kg)	15,015 lb (6 811 kg)
	Ground	24,802 lb (11 250 kg)	23,840 lb (10 814 kg)	24,049 lb (10 908 kg)
Breakout force with tilt cylinder		18,751 lb (8 505 kg)	23,336 lb (10 585 kg)	24,730 lb (11 217 kg)
Loader clearance circle with bucket		478.1 in (12 144 mm)	471.4 in (11 973 mm)	474.9 in (12 061 mm)

621G		Z-Bar/XR	Z-Bar/XR	Z-Bar/XR
Maximum rollback:	Ground	42°/42°	40°/40°	40°/40°
	Carry position	45°/47°	45°/46°	45°/46°
	@ Full height	55°/59°	55°/59°	55°/59°
Maximum grading angle with bucket – back dragging		64°/63°	60°/60°	61°/60°
SAE bucket capacity – struck		3.71 yd³ (2.84 m³)	2.15 yd³ (1.64 m³)	2.05 yd³ (1.57 m³)
Heaped		4.50 yd³ (3.44 m³)	2.50 yd³ (1.91 m³)	2.40 yd³ (1.83 m³)
Bucket width – outside		102.4 in (2 602 mm)	102.4 in (2 602 mm)	102.1 in (2 593 mm)
Bucket weight		2,480 lb (1 125 kg)	2,811 lb (1 275 kg)	2,731 lb (1 239 kg)

PERFORMANCE SPECS

621G Z-Bar*		3.0 yd³ (2.29 m³) Bucket with Bolt-on Edge - ACS Coupler	2.80 yd³ (2.14 m³) Bucket with Teeth - ACS Coupler	2.5 yd³ (1.91 m³) Bucket with Bolt-on Edge - JRB Coupler
Operating weight		29,322 lb (13 300 kg)	29,242 lb (13 264 kg)	28,930 lb (13 122 kg)
E. Operating height – fully raised with spillguard		203.7 in (5 173 mm)	203.7 in (5 173 mm)	200.4 in (5 090 mm)
F. Hinge pin height – fully raised		150.9 in (3 832 mm)	150.9 in (3 832 mm)	150.9 in (3 832 mm)
G. Overall length – bucket level on ground		297.3 in (7 551 mm)	303.0 in (7 696 mm)	293.7 in (7 460 mm)
Dump angle – fully raised		51°	51°	51°
H. Dump height – fully raised, 45° dump		106.1 in (2 696 mm)	102.4 in (2 602 mm)	108.5 in (2 755 mm)
J. Bucket reach – fully raised, 45° dump		45.5 in (1 155 mm)	49.6 in (1 260 mm)	42.7 in (1 085 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		62.9 in (1 598 mm)	64.8 in (1 646 mm)	61.5 in (1 562 mm)
L. Dig depth		2.9 in (74 mm)	3.1 in (78 mm)	2.9 in (73 mm)
Operating load – ISO Rigid Tires		9,477 lb (4 299 kg)	9,606 lb (4 357 kg)	9,646 lb (4 375 kg)
Operating load – ISO Deflected Tires		8,513 lb (3 861 kg)	8,630 lb (3 915 kg)	8,693 lb (3 943 kg)
Maximum material density – ISO Rigid Tires		3,159 lb/yd³ (1 875 kg/m³)	3,431 lb/yd³ (2 036 kg/m³)	3,859 lb/yd³ (2 290 kg/m³)
Maximum material density – ISO Deflected Tires		2,838 lb/yd³ (1 684 kg/m³)	3,082 lb/yd³ (1 829 kg/m³)	3,477 lb/yd³ (2 063 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	21,919 lb (9 942 kg)	22,201 lb (10 070 kg)	22,251 lb (10 093 kg)
	40° turn	18,955 lb (8 598 kg)	19,212 lb (8 715 kg)	19,293 lb (8 751 kg)
Tipping load – ISO Deflected Tires:	Straight	20,296 lb (9 206 kg)	20,558 lb (9 325 kg)	20,649 lb (9 366 kg)
	40° turn	17,026 lb (7 723 kg)	17,261 lb (7 829 kg)	17,387 lb (7 886 kg)
Lift capacity:	Full height	15,175 lb (6 883 kg)	15,263 lb (6 923 kg)	15,564 lb (7 060 kg)
	Ground	16,546 lb (7 505 kg)	17,354 lb (7 871 kg)	16,975 lb (7 700 kg)
Breakout force with tilt cylinder		20,212 lb (9 168 kg)	21,315 lb (9 668 kg)	21,896 lb (9 932 kg)
Loader clearance circle with bucket		459.0 in (11 659 mm)	462.2 in (11 740 mm)	456.9 in (11 605 mm)

621G XR		3.0 yd³ (2.29 m³) Bucket with Bolt-on Edge - ACS Coupler	2.80 yd³ (2.14 m³) Bucket with Teeth - ACS Coupler	2.5 yd³ (1.91 m³) Bucket with Bolt-on Edge - JRB Coupler
Operating weight		29,711 lb (13 477 kg)	29,631 lb (13 440 kg)	29,319 lb (13 299 kg)
E. Operating height – fully raised with spillguard		220.4 in (5 597 mm)	220.4 in (5 597 mm)	217.1 in (5 514 mm)
F. Hinge pin height – fully raised		167.6 in (4 256 mm)	167.6 in (4 256 mm)	167.6 in (4 257 mm)
G. Overall length – bucket level on ground		313.4 in (7 961 mm)	319.1 in (8 106 mm)	309.8 in (7 870 mm)
Dump angle – fully raised		45°	45°	45°
H. Dump height – fully raised, 45° dump		122.9 in (3 121 mm)	119.2 in (3 027 mm)	125.2 in (3 179 mm)
J. Bucket reach – fully raised, 45° dump		45.5 in (1 156 mm)	49.7 in (1 261 mm)	42.8 in (1 086 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		77.3 in (1 965 mm)	79.6 in (2 021 mm)	75.7 in (1 924 mm)
L. Dig depth		3.1 in (78 mm)	3.2 in (82 mm)	3.1 in (78 mm)
Operating load – ISO Rigid Tires		7,892 lb (3 580 kg)	7,997 lb (4 357 kg)	8,065 lb (3 658 kg)
Operating load – ISO Deflected Tires		7,175 lb (3 254 kg)	7,273 lb (3 299 kg)	7,356 lb (3 336 kg)
Maximum material density – ISO Rigid Tires		2,631 lb/yd³ (1 561 kg/m³)	2,856 lb/yd³ (1 695 kg/m³)	3,226 lb/yd³ (1 914 kg/m³)
Maximum material density – ISO Deflected Tires		2,392 lb/yd³ (1 419 kg/m³)	2,598 lb/yd³ (1 541 kg/m³)	2,942 lb/yd³ (1 746 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	18,375 lb (8 335 kg)	18,604 lb (8 439 kg)	18,717 lb (8 490 kg)
	40° turn	15,783 lb (7 159 kg)	15,994 lb (7 255 kg)	16,130 lb (7 316 kg)
Tipping load – ISO Deflected Tires:	Straight	17,187 lb (7 796 kg)	17,404 lb (7 894 kg)	17,542 lb (7 957 kg)
	40° turn	14,350 lb (6 509 kg)	14,547 lb (6 598 kg)	14,711 lb (6 673 kg)
Lift capacity:	Full height	14,715 lb (6 675 kg)	14,799 lb (6 713 kg)	15,104 lb (6 851 kg)
	Ground	23,380 lb (10 605 kg)	23,606 lb (10 707 kg)	23,788 lb (10 790 kg)
Breakout force with tilt cylinder		20,843 lb (9 454 kg)	21,967 lb (9 964 kg)	22,571 lb (10 238 kg)
Loader clearance circle with bucket		474.8 in (12 061 mm)	478.4 in (12 152 mm)	472.4 in (12 000 mm)

621G		Z-Bar/XR	Z-Bar/XR	Z-Bar/XR
Maximum rollback:	Ground	40°/40°	40°/40°	40°/40°
	Carry position	45°/46°	45°/46°	45°/46°
	@ Full height	55°/59°	55°/59°	55°/59°
Maximum grading angle with bucket – back dragging		61°/60°	63°/61°	60°/60°
SAE bucket capacity – struck		2.60 yd³ (1.99 m³)	2.40 yd³ (1.83 m³)	2.15 yd³ (1.64 m³)
Heaped		3.00 yd³ (2.29 m³)	2.80 yd³ (2.14 m³)	2.50 yd³ (1.91 m³)
Bucket width – outside		102.4 in (2 602 mm)	102.1 in (2 593 mm)	102.4 in (2 602 mm)
Bucket weight		3,024 lb (1 372 kg)	2,944 lb (1 335 kg)	2,632 lb (1 194 kg)

PERFORMANCE SPECS

621G Z-Bar*		2.4 yd³ (1.83 m³) Bucket with Teeth - JRB Coupler	3.0 yd³ (2.29 m³) Bucket with Bolt-On Edge - JRB Coupler	2.8 yd³ (2.14 m³) Bucket with Teeth - JRB Coupler
Operating weight		28,852 lb (13 087 kg)	29,119 lb (13 208 kg)	29,039 lb (13 172 kg)
E. Operating height – fully raised with spillguard		200.4 in (5 090 mm)	205.1 in (5 209 mm)	205.1 in (5 209 mm)
F. Hinge pin height – fully raised		150.9 in (3 832 mm)	150.9 in (3 832 mm)	150.9 in (3 832 mm)
G. Overall length – bucket level on ground		299.4 in (7 604 mm)	299.2 in (7 601 mm)	305.0 in (7 746 mm)
Dump angle – fully raised		51°	51°	51°
H. Dump height – fully raised, 45° dump		104.8 in (2 661 mm)	104.9 in (2 664 mm)	101.2 in (2 570 mm)
J. Bucket reach – fully raised, 45° dump		46.9 in (1 191 mm)	47.0 in (1 193 mm)	51.1 in (1 299 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		63.6 in (1 614 mm)	63.7 in (1 618 mm)	65.5 in (1 664 mm)
L. Dig depth		3.0 in (77 mm)	2.9 in (73 mm)	3.0 in (77 mm)
Operating load – ISO Rigid Tires		9,767 lb (4 430 kg)	9,874 lb (4 479 kg)	9,546 lb (4 330 kg)
Operating load – ISO Deflected Tires		8,803 lb (3 993 kg)	8,898 lb (4 036 kg)	8,585 lb (3 894 kg)
Maximum material density – ISO Rigid Tires		4,070 lb/yd³ (2 415 kg/m³)	3,291 lb/yd³ (1 953 kg/m³)	3,409 lb/yd³ (2 023 kg/m³)
Maximum material density – ISO Deflected Tires		3,668 lb/yd³ (2 176 kg/m³)	2,966 lb/yd³ (1 760 kg/m³)	3,066 lb/yd³ (1 819 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	22,515 lb (10 213 kg)	22,835 lb (10 358 kg)	22,037 lb (9 996 kg)
	40° turn	19,535 lb (8 861 kg)	19,749 lb (8 958 kg)	19,092 lb (8 660 kg)
Tipping load – ISO Deflected Tires:	Straight	20,892 lb (9 476 kg)	21,197 lb (9 615 kg)	20,420 lb (9 262 kg)
	40° turn	17,605 lb (7 986 kg)	17,796 lb (8 072 kg)	17,171 lb (7 789 kg)
Lift capacity:	Full height	15,649 lb (7 098 kg)	15,397 lb (6 984 kg)	15,452 lb (7 009 kg)
	Ground	17,704 lb (8 030 kg)	20,923 lb (9 491 kg)	16,177 lb (7 338 kg)
Breakout force with tilt cylinder		23,163 lb (10 506 kg)	18,868 lb (8 558 kg)	20,530 lb (9 312 kg)
Loader clearance circle with bucket		460.0 in (11 683 mm)	460.2 in (11 689 mm)	463.4 in (11 771 mm)

621G XR		2.4 yd³ (1.83 m³) Bucket with Teeth - JRB Coupler	3.0 yd³ (2.29 m³) Bucket with Bolt-On Edge - JRB Coupler	2.8 yd³ (2.14 m³) Bucket with Teeth - JRB Coupler
Operating weight		29,241 lb (13 264 kg)	29,508 lb (13 385 kg)	29,428 lb (13 348 kg)
E. Operating height – fully raised with spillguard		217.1 in (5 514 mm)	221.8 in (5 634 mm)	221.8 in (5 634 mm)
F. Hinge pin height – fully raised		167.6 in (4 257 mm)	167.6 in (4 257 mm)	167.6 in (4 257 mm)
G. Overall length – bucket level on ground		315.5 in (8 014 mm)	315.4 in (8 011 mm)	321.1 in (8 156 mm)
Dump angle – fully raised		45°	45°	45°
H. Dump height – fully raised, 45° dump		121.5 in (3 086 mm)	121.6 in (3 088 mm)	117.9 in (2 995 mm)
J. Bucket reach – fully raised, 45° dump		46.9 in (1 192 mm)	47.0 in (1 194 mm)	51.2 in (1 300 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		78.1 in (1 983 mm)	78.2 in (1 987 mm)	80.4 in (2 041 mm)
L. Dig depth		3.2 in (81 mm)	3.1 in (78 mm)	3.2 in (82 mm)
Operating load – ISO Rigid Tires		8,165 lb (3 703 kg)	8,181 lb (3 711 kg)	7,981 lb (3 620 kg)
Operating load – ISO Deflected Tires		7,448 lb (3 378 kg)	7,454 lb (3 381 kg)	7,266 lb (3 296 kg)
Maximum material density – ISO Rigid Tires		3,402 lb/yd³ (2 019 kg/m³)	2,727 lb/yd³ (1 618 kg/m³)	2,850 lb/yd³ (1 691 kg/m³)
Maximum material density – ISO Deflected Tires		3,103 lb/yd³ (1 841 kg/m³)	2,485 lb/yd³ (1 474 kg/m³)	2,595 lb/yd³ (1 540 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	18,933 lb (8 588 kg)	19,042 lb (8 637 kg)	18,538 lb (8 409 kg)
	40° turn	16,330 lb (7 407 kg)	16,363 lb (7 422 kg)	15,962 lb (7 240 kg)
Tipping load – ISO Deflected Tires:	Straight	17,745 lb (8 049 kg)	17,840 lb (8 092 kg)	17,354 lb (7 872 kg)
	40° turn	14,896 lb (6 757 kg)	14,907 lb (6 762 kg)	14,532 lb (6 592 kg)
Lift capacity:	Full height	15,186 lb (6 888 kg)	14,924 lb (6 769 kg)	14,995 lb (6 802 kg)
	Ground	23,995 lb (10 884 kg)	24,358 lb (11 049 kg)	23,528 lb (10 672 kg)
Breakout force with tilt cylinder		23,864 lb (10 824 kg)	19,474 lb (8 833 kg)	21,155 lb (9 596 kg)
Loader clearance circle with bucket		476.0 in (12 089 mm)	476.2 in (12 095 mm)	479.8 in (12 187 mm)

621G		Z-Bar/XR	Z-Bar/XR	Z-Bar/XR
Maximum rollback:	Ground	40°/40°	40°/40°	40°/40°
	Carry position	45°/46°	45°/46°	45°/46°
	@ Full height	55°/59°	55°/59°	55°/59°
Maximum grading angle with bucket – back dragging		62°/61°	62°/61°	64°/62°
SAE bucket capacity – struck		2.05 yd³ (1.57 m³)	2.60 yd³ (1.99 m³)	2.40 yd³ (1.83 m³)
Heaped		2.40 yd³ (1.83 m³)	3.00 yd³ (2.29 m³)	2.80 yd³ (2.14 m³)
Bucket width – outside		102.1 in (2 593 mm)	102.4 in (2 602 mm)	102.1 in (2 593 mm)
Bucket weight		2,554 lb (1 158 kg)	2,821 lb (1 280 kg)	2,741 lb (1 243 kg)

PERFORMANCE SPECS

621G XT		2.50 yd³ (1.91 m³) Bucket with Bolt-On Edge - ACS Coupler	2.40 yd³ (1.83 m³) Bucket with Teeth ACS Coupler	3.00 yd³ (2.3 m³) Bucket with Bolt-On Edge - ACS Coupler	2.80 yd³ (2.1 m³) Bucket with Teeth ACS Coupler
Operating weight		29,639 lb (13 444 kg)	29,561 lb (13 409 kg)	29,852 lb (13 541 kg)	29,774 lb (13 505 kg)
E. Operating height – fully raised with spillguard		207.6 in (5 274 mm)	207.6 in (5 274 mm)	212.1 in (5 387 mm)	212.1 in (5 387 mm)
F. Hinge pin height – fully raised		155.9 in (3 959 mm)	155.9 in (3 959 mm)	155.9 in (3 959 mm)	155.9 in (3 959 mm)
G. Overall length – bucket level on ground		296.6 in (7 533 mm)	302.3 in (7 678 mm)	301.8 in (7 666 mm)	307.5 in (7 810 mm)
Dump angle – fully raised		55°	55°	55°	55°
H. Dump height – fully raised, 45° dump		111.5 in (2 831 mm)	107.8 in (2 737 mm)	108.1 in (2 745 mm)	104.4 in (2 653 mm)
J. Bucket reach – fully raised, 45° dump		46.9 in (1 191 mm)	51.0 in (1 296 mm)	50.9 in (1 293 mm)	55.1 in (1 399 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		67.7 in (1 721 mm)	69.8 in (1 774 mm)	69.9 in (1 776 mm)	71.9 in (1 826 mm)
L. Dig depth		2.5 in (62 mm)	2.6 in (67 mm)	2.5 in (63 mm)	2.6 in (65 mm)
Operating load – ISO Rigid Tires		9,096 lb (4 126 kg)	9,207 lb (4 176 kg)	8,903 lb (4 038 kg)	9,021 lb (4 092 kg)
Operating load – ISO Deflected Tires		8,141 lb (3 693 kg)	8,243 lb (3 739 kg)	7,947 lb (3 605 kg)	8,055 lb (3 654 kg)
Maximum material density – ISO Rigid Tires		3,638 lb/yd³ (2 159 kg/m³)	3,836 lb/yd³ (2 276 kg/m³)	2,968 lb/yd³ (1 761 kg/m³)	3,222 lb/yd³ (1 912 kg/m³)
Maximum material density – ISO Deflected Tires		3,256 lb/yd³ (1 932 kg/m³)	3,434 lb/yd³ (2 038 kg/m³)	2,649 lb/yd³ (1 572 kg/m³)	2,877 lb/yd³ (1 707 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	21,018 lb (9 534 kg)	21,260 lb (9 643 kg)	20,608 lb (9 348 kg)	20,865 lb (9 464 kg)
	40° turn	18,191 lb (8 251 kg)	18,414 lb (8 353 kg)	17,807 lb (8 077 kg)	18,042 lb (8 184 kg)
Tipping load – ISO Deflected Tires:	Straight	19,415 lb (8 806 kg)	19,640 lb (8 908 kg)	19,002 lb (8 619 kg)	19,241 lb (8 727 kg)
	40° turn	16,282 lb (7 385 kg)	16,485 lb (7 478 kg)	15,895 lb (7 210 kg)	16,110 lb (7 307 kg)
Lift capacity:	Full height	14,197 lb (6 440 kg)	14,337 lb (6 503 kg)	13,929 lb (6 318 kg)	14,074 lb (6 384 kg)
	Ground	34,382 lb (15 596 kg)	35,919 lb (16 293 kg)	32,621 lb (14 797 kg)	34,152 lb (15 491 kg)
Breakout force with tilt cylinder		25,446 lb (11 542 kg)	26,841 lb (12 175 kg)	22,941 lb (10 406 kg)	24,092 lb (10 928 kg)
Loader clearance circle with bucket		449.0 in (11 405 mm)	450.9 in (11 454 mm)	451.0 in (11 456 mm)	453.0 in (11 506 mm)

621G XT		2.50 yd³ (1.91 m³) Bucket with Bolt-On Edge - JRB Coupler	2.40 yd³ (1.83 m³) Bucket with Teeth JRB Coupler	3.00 yd³ (2.29 m³) Bucket with Bolt-On Edge - JRB Coupler	2.80 yd³ (2.1 m³) Bucket with Teeth JRB Coupler
Operating weight		29,332 lb (13 305 kg)	29,253 lb (13 269 kg)	29,519 lb (13 389 kg)	29,442 lb (13 355 kg)
E. Operating height – fully raised with spillguard		212.0 in (5 386 mm)	212.0 in (5 386 mm)	216.7 in (5 505 mm)	216.7 in (5 505 mm)
F. Hinge pin height – fully raised		155.9 in (3 960 mm)	155.9 in (3 960 mm)	155.9 in (3 960 mm)	155.9 in (3 960 mm)
G. Overall length – bucket level on ground		302.2 in (7 676 mm)	307.7 in (7 817 mm)	307.8 in (7 818 mm)	313.5 in (7 963 mm)
Dump angle – fully raised		55°	55°	55°	55°
H. Dump height – fully raised, 45° dump		107.8 in (2 739 mm)	104.3 in (2 648 mm)	104.3 in (2 648 mm)	100.6 in (2 554 mm)
J. Bucket reach – fully raised, 45° dump		51.2 in (1 301 mm)	55.2 in (1 402 mm)	55.5 in (1 409 mm)	59.6 in (1 515 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		70.1 in (1 780 mm)	71.9 in (1 827 mm)	72.2 in (1 833 mm)	73.9 in (1 878 mm)
L. Dig depth		2.4 in (62 mm)	2.6 in (66 mm)	2.5 in (62 mm)	2.6 in (66 mm)
Operating load – ISO Rigid Tires		8,849 lb (4 014 kg)	8,561 lb (3 883 kg)	8,650 lb (3 924 kg)	8,762 lb (3 974 kg)
Operating load – ISO Deflected Tires		7,928 lb (3 596 kg)	7,677 lb (3 482 kg)	7,734 lb (3 508 kg)	7,836 lb (3 554 kg)
Maximum material density – ISO Rigid Tires		3,539 lb/yd³ (2 100 kg/m³)	3,567 lb/yd³ (2 117 kg/m³)	2,883 lb/yd³ (1 711 kg/m³)	3,129 lb/yd³ (1 857 kg/m³)
Maximum material density – ISO Deflected Tires		3,171 lb/yd³ (1 882 kg/m³)	3,199 lb/yd³ (1 898 kg/m³)	2,578 lb/yd³ (1 530 kg/m³)	2,799 lb/yd³ (1 661 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	20,419 lb (9 262 kg)	19,742 lb (8 955 kg)	19,992 lb (9 068 kg)	20,235 lb (9 179 kg)
	40° turn	17,697 lb (8 027 kg)	17,123 lb (7 767 kg)	17,300 lb (7 847 kg)	17,523 lb (7 949 kg)
Tipping load – ISO Deflected Tires:	Straight	18,877 lb (8 562 kg)	18,262 lb (8 283 kg)	18,456 lb (8 372 kg)	18,683 lb (8 474 kg)
	40° turn	15,857 lb (7 193 kg)	15,354 lb (6 964 kg)	15,468 lb (7 016 kg)	15,672 lb (7 109 kg)
Lift capacity:	Full height	14,175 lb (6 430 kg)	13,985 lb (6 344 kg)	13,913 lb (6 311 kg)	14,055 lb (6 375 kg)
	Ground	28,545 lb (12 948 kg)	24,581 lb (11 150 kg)	26,995 lb (12 245 kg)	28,110 lb (12 750 kg)
Breakout force with tilt cylinder		22,854 lb (10 366 kg)	24,077 lb (10 921 kg)	20,671 lb (9 376 kg)	21,613 lb (9 803 kg)
Loader clearance circle with bucket		451.2 in (11 460 mm)	453.1 in (11 509 mm)	453.4 in (11 517 mm)	455.5 in (11 569 mm)

621G		ACS/JRB	ACS/JRB	ACS/JRB	ACS/JRB
Maximum rollback:	Ground	57°/57°	57°/57°	57°/57°	57°/57°
	Carry position	59°/59°	59°/59°	59°/59°	59°/59°
	@ Full height	59°/59°	59°/59°	59°/59°	59°/59°
Maximum grading angle with bucket – back dragging		60°/62°	62°/63°	62°/63°	63°/64°
SAE bucket capacity – struck		2.15 yd³ (1.64 m³)	2.05 yd³ (1.57 m³)	2.60 yd³ (1.99 m³)	2.40 yd³ (1.83 m³)
Heaped		2.50 yd³ (1.91 m³)	2.40 yd³ (1.83 m³)	3.00 yd³ (2.29 m³)	2.80 yd³ (2.14 m³)
Bucket width – outside		102.4 in (2 602 mm)	102.1 in (2 593 mm)	102.4 in (2 602 mm)	102.1 in (2 593 mm)
Bucket weight		2,918 lb/2,610 lb (1 324 kg)/(1 184 kg)	2,840 lb/2,532 lb (1 288 kg)/(1 149 kg)	3,131 lb/2,797 lb (1 420 kg)/(1 269 kg)	3,053 lb/2,721 lb (1 385 kg)/(1 234 kg)

NOTE: *Z-Bar performance data shown with full counterweight. Performance data unit equipped with 20.5-R25 Michelin XTLA (L2 Radial) tires, ROPS cab with heater and A/C, full counterweight, standard batteries, front and rear fenders, full fuel and 165 lb (75 kg) operator. Specifications per SAE J732, J1234, J695, J742 and J818.

STANDARD EQUIPMENT

OPERATOR ENVIRONMENT

See page 1

ENGINE

Case/FPT F4HFE613W
Tier 4 Final Certified
Selective Catalytic Reduction (SCR) with Diesel Oxidation Catalyst
Selectable work modes:
- Maximum Power
- Standard Power
- Economy Power
- Auto Power

Turbocharger
Charge air cooling
Automatic belt tensioner
Integral engine oil cooling
Fuel filter with water trap
Dual-element dry-type air cleaner
Hydraulic-driven cooling fan
Air-cooled radiator
Mid-mounted cooling module
Common rail electronic fuel injection

LOADER

See page 2 – Operating weight, Other specifications

DRIVETRAIN

4-wheel drive
4F/3R Selectable autoshift/manual shift transmission
Electronic Control Module – programmable, computer controlled proportional shifting with programmable gear selection
Onboard diagnostics
Single lever electronic shift control
F/N/R switch in loader control handle
Downshift button
Torque converter
Limited-slip differentials – Z-Bar
Outboard planetary axles
Transmission oil cooler
Brake pedal transmission disconnect – declutch
Hydraulic wet disc brakes
Spring-applied hydraulic release parking brake
Limp-Home Mode
Greasable rear axle trunnion
3-piece rims

HYDRAULICS

Electro-hydraulic (EH) joystick loader control
Low-effort steering
Hydraulic driven cooling fan
Diagnostic quick couplers
Split flange hydraulic connections – 1 in or greater
Hydraulic oil cooler

ELECTRICAL

Alternator and voltage regulator
Battery isolator/electrical disconnect
120 amp alternator
(2) 700 CCA 12-volt batteries
Electric starter
Lights:
- 2 Front and 2 rear halogen flood lights
- 2 Front driving headlights – high/low beam with integrated turn signals
- 2 LED stop/tail lights with integrated turn signals

Key start/stop switch
Backup alarm
Centrally located fuse box with all electrical circuits protected
Remote jump start posts

OTHER

Electric hood lift
Front and rear fenders, partial coverage
Heavy counterweight
Drawbar hitch
Articulation locking bar
Lift arm locking bar
Lift and tie-down points – front/rear
Grouped remote-mounted ecology drains:
- Engine oil
- Engine coolant
- Hydraulic oil

TELEMATICS

CASE SiteWatch™ Telematics – Includes hardware and a 3-yr Advanced data subscription

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

Cloth-covered heated air-suspension seat
Leather trimmed heated air seat with active suspension
Cloth mechanical suspension seat
Headrest
3 in (76 mm) retractable seat belt
Sound Shield noise suppression package
Bluetooth radio, 12V AM/FM with auxiliary input
Radio-ready – 12 or 24-volt with auxiliary power – 12-volt
Cab convenience package:
- Rear sun shade, interior mirror, under the seat drawer, coat hook, 12V accessory port, and an ash tray

In cab powered cooler box
In cab accessory mount
LED rotating beacon
Rear view camera
External rear view mirrors
External heated rear view mirrors
Front LED driving/headlights
LED front and rear work lights
Extra front-facing LED work lights

DRIVETRAIN

5F/3R Autoshift/manual shift transmission, lockup torque converter, PowerInch de-clutch
Heavy-duty axles:
- With locking front differential and open rear differential

Cold weather package:
- Heavy-duty (2) 950 CCA 12V batteries
- Grid heater
- Fuel heater
- Hydraulic oil cooler bypass
- Low temperature hydraulic oil
- Fast-warm hydraulic valve

HYDRAULICS

Auxiliary hydraulics
Ride Control™
Secondary steering
Joystick steering with and without secondary steering
2-function loader valve with single access control
3-function loader valve with 3 lever control or with joystick plus lever

LOADER

XR extended reach version
XT tool carrier version
Attachment auxiliary hydraulics
Coupler systems – JRB or ACS compatible
Buckets – see pages 4 through 9
4 – 1 clamp buckets
Forks

TIRES

20.5-25 12 PR L2 bias – dirt/traction
20.5-25 12 PR L3 bias – rock
20.5-R25 L2 radial – dirt/traction
20.5-R25 L3 radial – rock
20.5-R25 radial Michelin SnoPlus
20.5-R25 radial Bridgestone Snow Wedge
SolidFlex HD solid tires on adapter rims
Spare wheels and tires
Axle oscillation stops

GUARDING

Skid plate, transmission and front chassis bottom guards
Windscreen guard
Specialized guarding package:
- Windscreen, articulation, front cover, chassis bottom, skid plate, transmission, lift cylinder, front lights, fuel tank, metal wrapped hoses and cylinder debris ejectors

ADVANCED ENGINE AIR FILTRATION

Heavy Debris cooling system:
- Slanted cooling module cover
- Auto reversing fan
- Increased cooling fin spacing
- Added cooling module sealing

Variable speed hydraulic reversing fan
Full-view air pre-cleaner
Sy-Klone® ejector type pre-cleaner

OTHER

Additional RH steps and platform with standard or wide fenders
Side guards for rear frame
Tool box – ground level access
Light counterweight – Z-Bar
Fire extinguisher
License plate bracket
12.4 mph (20 kph) maximum speed control
Special paint
Standard fenders with right and left hand steps
Wide full coverage fenders with right and left hand steps

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Form No. CCE2017116216
Replaces Form No. CCE201705621G

CASE CONSTRUCTION

621G

Z-BAR/XT/XR WHEEL LOADER

TIER 4 FINAL CERTIFIED



ENGINE

Make	FPT
Model	F4HFE613W
Emissions Certification	Tier 4 Final
Emissions Technology	SCR/DOC
Type	4-stroke, turbocharged and air-to-air cooled
Cylinders	6-cylinder in-line
Bore/Stroke	4.09 x 5.20 in (104 x 132 mm)
Displacement	411 in³ (6.7 L)
Fuel	#2 Diesel, #1 and #2 mixture permitted for cold temperatures
Fuel injection	Direct injection – electronic
Fuel filter	Replaceable
Fuel pump	Bosch
Gradeability:	
Side-to-side	35°
Fore and aft	35°
Air filter	Dry type elements w/ warning restriction indicator
Mid-mount cooling module:	Mid-mount air/water
Fan – hydraulic driven:	
Style	8 blade puller
Diameter	32 in (813 mm)
Water pump	Integral
Engine oil pump operating angle ratings:	
Side-to-side	35°
Fore and aft	35°
Oil filtration	Replaceable
Engine speeds	RPM
Rated – full load	2000

Horsepower:

Maximum Power Mode:	
Peak gross @ 1800 RPM	172 hp (128 kW)
Net rated @ 2000 RPM	151 hp (113 kW)
Peak net @ 1800 RPM	162 hp (121 kW)
Standard Power Mode:	
Peak gross @ 1800 RPM	156 hp (116 kW)
Net rated @ 2000 RPM	138 hp (103 kW)
Peak net @ 1800 RPM	146 hp (109 kW)
Economy Power Mode:	
Peak gross @ 1500 RPM	133 hp (99 kW)
Net rated @ 2000 RPM	101 hp (75 kW)
Peak net @ 1500 RPM	125 hp (93 kW)

Torque – peak:

Maximum Power Mode:	
Gross @ 1600 RPM	538 lb·ft (730 N·m)
Net @ 1600 RPM	510 lb·ft (692 N·m)
Standard Power Mode:	
Gross @ 1300 RPM	530 lb·ft (719 N·m)
Net @ 1300 RPM	508 lb·ft (689 N·m)
Economy Power Mode:	
Gross @ 1200 RPM	527 lb·ft (715 N·m)
Net @ 1200 RPM	508 lb·ft (689 N·m)

Torque rise:	
Maximum power range	33%

NOTE: Gross horsepower and torque per SAE J1995. Net horsepower and torque per SAE J1349.

DRIVETRAIN

Transmission:
4F/3R Proportional w/ Electronic Control Module torque sensing autoshift/manual shift and modulation

Gears	Helical cut
Gear ratios – 4-speed	Forward/Reverse
1st	4.012/3.804
2nd	2.174/2.061
3rd	1.088/1.031
4th	0.619/ —
Gear ratios – 5-speed	Forward/Reverse
1st	4.320/4.097
2nd	2.191/2.078
3rd	1.418/0.895
4th	0.944/ —
5th	0.611/ —
Torque converter:	
Stall ratio – 4-speed	2.66:1
Stall ratio – 5-speed	2.38:1

Differential:
Limited slip w/ 30% transfer on front and rear axles

Rear axle oscillation	24° total
Front and rear axles:	
Differential ratio	3.18
Planetary ratio	6.40
Final axle ratio	20.34

Heavy-duty axles – optional:
Front axle equipped w/ locking differential
Rear axle equipped w/ open differential

Planetaries	Outboard

Service brakes:
Hydraulically actuated, maintenance-free, multiple wet disc w/ accumulator to all four wheels

Brake surface area:	
Front hub – each	480 in² (0.31 m²)
Rear hub – each	480 in² (0.31 m²)

Parking brakes:
Spring-applied hydraulic release disc on transmission output shaft neutralizes power flow to wheels when engaged

Travel speeds – 4-speed transmission:

	Forward mph (kph)	Reverse mph (kph)
1st	4.3 (6.9)	4.5 (7.3)
2nd	8.4 (13.5)	8.8 (14.2)
3rd	14.9 (23.9)	15.6 (25.0)
4th	24.0 (38.6)	—

Travel speeds – 5-speed transmission:

	Forward mph (kph)	Reverse mph (kph)
1st	4.0 (6.5)	4.3 (6.9)
2nd	8.3 (13.3)	8.7 (14.0)
3rd	12.7 (20.5)	20.1 (32.4)
4th	19.1 (30.7)	—
5th	28.0 (45.0)	—

NOTE: Travel speeds at full engine throttle w/ 20.5-R25 (L3 Radial) tires.

ELECTRICAL

Voltage	24 Volts, negative ground
Alternator	120 amp
Batteries (2)	12-volt

OPERATOR ENVIRONMENT

ROPS cab AC w/ heat; Key start; Articulated power steering w/ tilt column; Fully adjustable, suspension seat; Foot throttle; Single lever loader control w/ fully adjustable wrist rest, 2 cup holders; 2 interior rear view mirrors; 2 inch (51 mm) retractable seat belt; Multiple storage trays; Single brake pedal; F/N/R shuttle switch; External rearview mirrors; Pressurized air filtering; Anti-glare window strip; Front and Rear Defroster; Side window, partial/fully open; 2 Dome lights; Wipers, rear and intermittent front; Windshield washers, front and rear; Rubber floor mat; Horn.

Displays/Gauges:
Digital:
Transmission oil temperature; Engine coolant temperature; Fuel level; DEF level.
LCD screen:
Hour meter; Engine speed; Travel speed; Time; Automatic transmission indication; Current gear selection; FNR indication; DeClutch indication; Engine mode indication; Trip computer A/B; Fuel consumption; Multiple languages, Metric/English; Engine diagnostics; Transmission diagnostics; Warning prompts; Error reporting; DEF gauge; Diff. lock*.

Audible/Visual alarms:
Warning lights:
Four-way flashers and turn signals; Brake pressure; Lamp/high beam indication; Grid heater*.
Caution warnings:
Parking brake; Coolant temperature; Hydraulic oil temperature; Transmission oil temperature; Air filter; Transmission filter; Hydraulic filter; Alternator; Low fuel.

Critical warnings:
Engine oil pressure; Brake pressure; Steering pressure – w/ aux. steering*; Coolant temperature; Hydraulic oil temperature; Transmission oil temperature.
Backup alarm
Maintenance reminders:
Cab air filter; Engine oil filter; Fuel pre-filter; DEF tank vent filter; SCR supply filter; Hydraulic oil and filter; Engine air filter; Engine coolant drive belt; Cab recirculation filter; Engine breather filter; Transmission breather; Front and rear axle fluid; SCR supply module filter.

NOTE: *If equipped w/ option.

OPERATING WEIGHT

Z-Bar
Unit equipped w/ 2.75 yd³ (2.1 m³) Case pin on bucket w/ edge; 20.5-R25 L3 Radial tires; ROPS cab w/ heater and A/C; Std. battery; Heavy counterweight – 1,950 lb (885 kg); Front and rear fenders; Lights; 165 lb (75 kg) operator:
28,159 lb (12 773 kg)

XT
Unit equipped w/ 2.5 yd³ (1.9 m³) CNH w/ edge and JRB coupler; 20.5-R25 L3 Radial tires; ROPS cab w/ heater and A/C; Std. battery; Heavy counterweight – 1,950 lb (885 kg); Front and rear fenders; Lights; 165 lb (75 kg) operator:
29,076 lb (13 188 kg)

XR
Unit equipped w/ 2.5 yd³ (1.9 m³) Case pin on bucket w/ edge; 20.5-R25 L3 Radial tires; ROPS cab w/ heater and A/C; Std. battery; Heavy counterweight – 1,950 lb (885 kg); Front and rear fenders; Lights; 165 lb (75 kg) operator:
28,483 lb (12 920 kg)

HYDRAULICS

Pump – steering/implement:
Closed center pressure/flow compensated

Variable displacement – load-sensing:
45.2 gpm @ 2000 RPM
(171 L/min @ 2000 RPM)

Loader control valve:
Closed-center, sectional 2, 3 or 4-function w/ control for lift, tilt and auxiliary hydraulics

Loader auxiliary steering:
Hydraulic orbital center-pivot articulating w/ on-demand oil flow

High pressure standby:	
Implement	3,625 psi (25 000 kPa)
Steering	3,500 psi (24 132 kPa)

Filtration:
Filtered vent w/ relief on hydraulic reservoir, maintains 3-5 psi on reservoir, 10-micron, return filter furnishes only clean oil to all components of the system

SERVICE CAPACITIES

Fuel tank	65.0 gal (246.0 L)
DEF tank – Diesel Exhaust Fluid:	
Usable capacity	9.8 gal (37.1 L)
Total	15.6 gal (58.9 L)
Hydraulic system:	
Reservoir	24.0 gal (90.8 L)
Total	39.0 gal (147.6 L)
Transmission:	
Service w/ filter	28.2 qt (26.7 L)
Front and rear axle:	
Front axle	23.2 qt (22.0 L)
Rear axle	23.2 qt (22.0 L)
Front and rear axle – optional:	
Front axle	23.2 qt (22.0 L)
Rear axle	23.2 qt (22.0 L)
Engine oil w/ filter	13.9 qt (13.2 L)
Cooling system	28.4 qt (26.8 L)

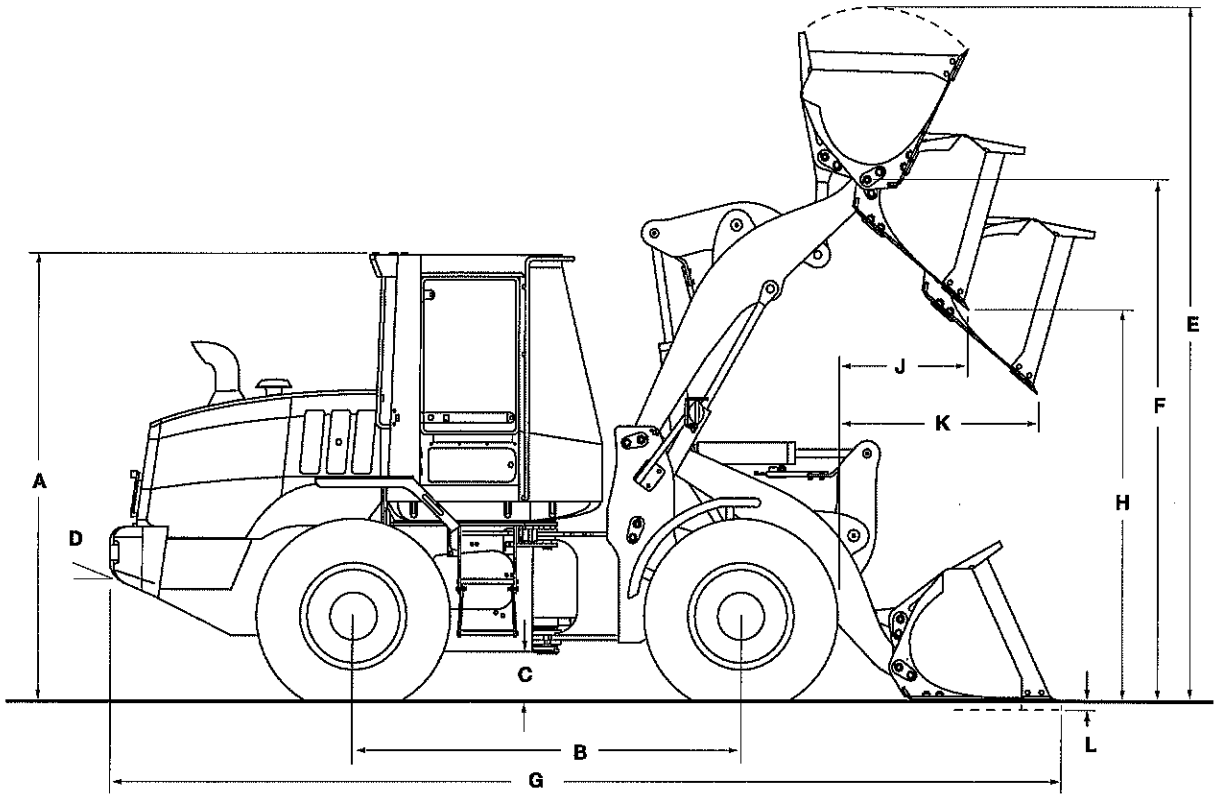
OTHER SPECIFICATIONS

Lift cylinder:	
Bore diameter	4.7 in (121 mm)
Rod diameter	2.5 in (64 mm)
Stroke	31.0 in (788 mm)
Dump cylinder – Z-Bar and XR:	
Bore diameter	5.0 in (127 mm)
Rod diameter	3.0 in (76 mm)
Stroke	24.4 in (620 mm)
Dump cylinder – XT:	
Bore diameter	4.5 in (114 mm)
Rod diameter	2.5 in (64 mm)
Stroke	32.6 in (820 mm)

Loader:
Z-Bar loader linkage; Single control for lift and tilt; Positive hold float; Automatic return-to-dig; Automatic height control; Automatic return-to-travel; Brake pedal transmission disconnect; Bucket position indicator on bucket.

Cycle time:	
Raise w/ rated bucket load:	
Z-Bar	6.3 sec
XR	6.3 sec
XT	6.5 sec
Dump w/ rated bucket load:	
Z-Bar	1.2 sec
XR	1.2 sec
XT	2.4 sec
Float down:	
Z-Bar	4.8 sec
XR	4.8 sec
XT	4.2 sec
Sound level in Cab (LpA)	68 dB(A)
Exterior sound level (LwA)	104 dB(A)

NOTE: Sound level data tested in accordance with ISO6395, 6396, 3744.



Line drawings are for illustrative purpose only and may not be exact representation of unit.

DIMENSIONS

A. Height to top of ROPS cab	133.2 in (3 384 mm)
Height to drawbar	42.1 in (1 070 mm)
B. Wheelbase	114.2 in (2 900 mm)
C. Ground clearance	15.3 in (389 mm)
D. Angle of departure	25°
Width:	
Overall* without bucket	97.6 in (2 478 mm)
Centerline tread	76.8 in (1 950 mm)
Turning radius* – outside	205.6 in (5 223 mm)
Turning angle:	
From center	40°
Total angle	80°
Rear axle oscillation – total	24°

NOTE: *Dimensions taken with 20.5-R25 (L3 Radial) tires. For transport dimensions, refer to specific bucket width and overall length on pages 4 through 9.

WEIGHT ADJUSTMENTS

Select Options	Weight Adjustment	Tipping Load Adjustment Straight: Deflected*	Tipping Load Adjustment 40° Turn: Deflected*
20.5 x 25 12 ply L2 Bias tires	-592 lb (-269 kg)	-618 lb (-280 kg)	-934 lb (-424 kg)
20.5 x 25 12 ply L3 Bias tires	-20 lb (-9 kg)	+240 lb (+109 kg)	+321 lb (+146 kg)
20.5-R25 L2 Radial tires	-256 lb (-116 kg)	-259 lb (-117 kg)	-215 lb (-98 kg)
20.5-R25 Snow Radial Tires	-132 lb (-60 kg)	-175 lb (-79 kg)	-139 lb (-63 kg)
20.5-R25 Solid Tires Req. Diff Axles, Ltd Speed Controler	+4,782 lb (+2 169 kg)	+3,140 lb (+1 424 kg)	+3,216 lb (+1 459 kg)
Light counterweight	-810 lb (-367 kg)	-1,778 lb (-807 kg)	-1,407 lb (-638 kg)

NOTE: Unit equipped with Z-Bar loader arms, 2.5 yd^3 (1.9 m^3) general purpose pin on bucket with bolt-on edge, 20.5-R25 (L3 Radial) tires, ROPS cab with heater and air conditioner, heavy counterweight, standard batteries, front and rear fenders, full fuel and 165 lb (79 kg) operator. Adjust select options from rated weight.
*Tipping loads: ISO 14397-1 Deflected Tires.

PERFORMANCE SPECS

621G Z-Bar*		2.5 yd³ (1.9 m³) Bucket with Bolt-on Edge - Pin On	2.4 yd³ (1.8 m³) Bucket with Teeth Only - Pin On	2.75 yd³ (2.1 m³) Bucket with Bolt-on Edge - Pin On
Operating weight		28,093 lb (12 743 kg)	28,013 lb (12 707 kg)	28,159 lb (12 773 kg)
E. Operating height – fully raised with spillguard		194.5 in (4 941 mm)	194.5 in (4 941 mm)	195.6 in (4 968 mm)
F. Hinge pin height – fully raised		150.9 in (3 833 mm)	150.9 in (3 834 mm)	150.9 in (3 833 mm)
G. Overall length – bucket level on ground		284.9 in (7 237 mm)	290.6 in (7 382 mm)	287.9 in (7 312 mm)
Dump angle – fully raised		51°	51°	51°
H. Dump height – fully raised, 45° dump		114.1 in (2 899 mm)	110.4 in (2 805 mm)	112.2 in (2 849 mm)
J. Bucket reach – fully raised, 45° dump		36.0 in (916 mm)	40.2 in (1 021 mm)	38.0 in (965 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		57.7 in (1 466 mm)	60.0 in (1 525 mm)	58.7 in (1 491 mm)
L. Dig depth		2.8 in (72 mm)	3.0 in (76 mm)	3.1 in (78 mm)
Operating load – ISO Rigid Tires		10,724 lb (4 864 kg)	10,860 lb (4 926 kg)	10,594 lb (4 805 kg)
Operating load – ISO Deflected Tires		9,700 lb (4 400 kg)	9,824 lb (4 456 kg)	9,579 lb (4 345 kg)
Maximum material density – ISO Rigid Tires		4,289 lb/yd³ (2 545 kg/m³)	4,525 lb/yd³ (2 685 kg/m³)	3,852 lb/yd³ (2 286 kg/m³)
Maximum material density – ISO Deflected Tires		3,880 lb/yd³ (2 302 kg/m³)	4,093 lb/yd³ (2 429 kg/m³)	3,483 lb/yd³ (2 067 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	24,606 lb (11 161 kg)	24,903 lb (11 296 kg)	24,322 lb (11 032 kg)
	40° turn	21,447 lb (9 728 kg)	21,719 lb (9 852 kg)	21,188 lb (9 611 kg)
Tipping load – ISO Deflected Tires:	Straight	22,881 lb (10 378 kg)	23,155 lb (10 503 kg)	22,610 lb (10 256 kg)
	40° turn	19,401 lb (8 800 kg)	19,648 lb (8 912 kg)	19,158 lb (8 690 kg)
Lift capacity:	Full height	16,442 lb (7 458 kg)	16,530 lb (7 498 kg)	16,368 lb (7 424 kg)
	Ground	25,278 lb (11 466 kg)	26,675 lb (12 100 kg)	23,900 lb (10 841 kg)
Breakout force with tilt cylinder		27,280 lb (12 374 kg)	29,182 lb (13 237 kg)	25,487 lb (11 561 kg)
Loader clearance circle with bucket		451.9 in (11 478 mm)	454.8 in (11 552 mm)	453.6 in (11 521 mm)

621G XR		2.5 yd³ (1.9 m³) Bucket with Bolt-on Edge - Pin On	2.4 yd³ (1.8 m³) Bucket with Teeth Only - Pin On	2.75 yd³ (2.1 m³) Bucket with Bolt-on Edge - Pin On
Operating Weight		28,483 lb (12 920 kg)	28,403 lb (12 883 kg)	28,549 lb (12 950 kg)
E. Operating height – fully raised with spillguard		211.2 in (5 365 mm)	211.2 in (5 365 mm)	212.3 in (5 392 mm)
F. Hinge pin height – fully raised		167.6 in (4 258 mm)	167.6 in (4 258 mm)	167.6 in (4 258 mm)
G. Overall length – bucket level on ground		301.1 in (7 648 mm)	306.8 in (7 792 mm)	304.0 in (7 722 mm)
Dump angle – fully raised		45°	45°	45°
H. Dump height – fully raised, 45° dump		130.8 in (3 323 mm)	127.1 in (3 229 mm)	128.9 in (3 273 mm)
J. Bucket reach – fully raised, 45° dump		36.1 in (916 mm)	40.2 in (1 022 mm)	38.0 in (966 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		71.6 in (1 817 mm)	74.1 in (1 883 mm)	72.7 in (1 846 mm)
L. Dig depth		3.0 in (76 mm)	3.2 in (81 mm)	3.3 in (83 mm)
Operating load – ISO Rigid Tires		8,949 lb (4 059 kg)	9,059 lb (4 109 kg)	8,847 lb (4 013 kg)
Operating load – ISO Deflected Tires		8,196 lb (3 718 kg)	8,299 lb (3 764 kg)	8,099 lb (3 674 kg)
Maximum material density – ISO Rigid Tires		3,580 lb/yd³ (2 124 kg/m³)	3,775 lb/yd³ (2 240 kg/m³)	3,217 lb/yd³ (1 909 kg/m³)
Maximum material density – ISO Deflected Tires		3,279 lb/yd³ (1 945 kg/m³)	3,458 lb/yd³ (2 052 kg/m³)	2,945 lb/yd³ (1 748 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	20,633 lb (9 359 kg)	20,872 lb (9 467 kg)	20,410 lb (9 258 kg)
	40° turn	17,898 lb (8 119 kg)	18,119 lb (8 219 kg)	17,694 lb (8 026 kg)
Tipping load – ISO Deflected Tires:	Straight	19,384 lb (8 792 kg)	19,609 lb (8 895 kg)	19,170 lb (8 695 kg)
	40° turn	16,393 lb (7 436 kg)	16,598 lb (7 529 kg)	16,199 lb (7 348 kg)
Lift capacity:	Full height	15,959 lb (7 239 kg)	16,044 lb (7 277 kg)	15,889 lb (7 207 kg)
	Ground	25,759 lb (11 684 kg)	25,976 lb (11 783 kg)	25,530 lb (11 580 kg)
Breakout force with tilt cylinder		28,096 lb (12 744 kg)	30,037 lb (13 625 kg)	26,232 lb (11 898 kg)
Loader clearance circle with bucket		467.0 in (11 862 mm)	470.4 in (11 948 mm)	468.9 in (11 911 mm)

621G		Z-Bar/XR	Z-Bar/XR	Z-Bar/XR
Maximum rollback:	Ground	40°/40°	40°/40°	40°/40°
	Carry position	45°/45°	45°/45°	45°/45°
	@ Full height	55°/59°	55°/59°	55°/59°
Maximum grading angle with bucket – back dragging		58°/58°	59°/59°	59°/59°
SAE bucket capacity – struck		2.15 yd³ (1.64 m³)	2.05 yd³ (1.57 m³)	2.32 yd³ (1.77 m³)
Heaped		2.50 yd³ (1.91 m³)	2.40 yd³ (1.83 m³)	2.75 yd³ (2.10 m³)
Bucket width – outside		102.4 in (2 602 mm)	102.1 in (2 593 mm)	102.4 in (2 602 mm)
Bucket weight		1,796 lb (814 kg)	1,716 lb (778 kg)	1,862 lb (844 kg)

PERFORMANCE SPECS

621G Z-Bar*		2.6 yd³ (2.0 m³) Bucket with Teeth - Pin On	3.0 yd³ (2.3 m³) Bucket with Bolt-on Edge - Pin On	3.0 yd³ (2.3 m³) Bucket with Bolt-On Edge & Grapple - Pin On
Operating weight		28,079 lb (12 737 kg)	28,254 lb (12 816 kg)	30,012 lb (13 613 kg)
E. Operating height – fully raised with spillguard		195.6 in (4 968 mm)	198.6 in (5 044 mm)	256.6 in (6 518 mm)
F. Hinge pin height – fully raised		150.9 in (3 833 mm)	150.9 in (3 833 mm)	150.8 in (3 831 mm)
G. Overall length – bucket level on ground		293.6 in (7 457 mm)	290.6 in (7 380 mm)	290.7 in (7 383 mm)
Dump angle – fully raised		51°	51°	51°
H. Dump height – fully raised, 45° dump		108.5 in (2 755 mm)	110.4 in (2 804 mm)	110.3 in (2 801 mm)
J. Bucket reach – fully raised, 45° dump		42.2 in (1 071 mm)	39.8 in (1 010 mm)	39.8 in (1 010 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		60.9 in (1 548 mm)	59.6 in (1 513 mm)	59.5 in (1 512 mm)
L. Dig depth		3.2 in (82 mm)	3.3 in (84 mm)	3.4 in (86 mm)
Operating load – ISO Rigid Tires		10,708 lb (4 857 kg)	10,452 lb (4 741 kg)	9,619 lb (4 363 kg)
Operating load – ISO Deflected Tires		9,683 lb (4 392 kg)	9,441 lb (4 282 kg)	8,585 lb (3 894 kg)
Maximum material density – ISO Rigid Tires		4,119 lb/yd³ (2 444 kg/m³)	3,484 lb/yd³ (2 067 kg/m³)	3,206 lb/yd³ (1 903 kg/m³)
Maximum material density – ISO Deflected Tires		3,724 lb/yd³ (2 210 kg/m³)	3,147 lb/yd³ (1 867 kg/m³)	2,862 lb/yd³ (1 698 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	24,568 lb (11 144 kg)	24,011 lb (10 891 kg)	22,345 lb (10 136 kg)
	40° turn	21,416 lb (9 714 kg)	20,905 lb (9 482 kg)	19,238 lb (8 726 kg)
Tipping load – ISO Deflected Tires:	Straight	22,839 lb (10 360 kg)	22,307 lb (10 118 kg)	20,604 lb (9 346 kg)
	40° turn	19,366 lb (8 784 kg)	18,882 lb (8 565 kg)	17,169 lb (7 788 kg)
Lift capacity:	Full height	16,454 lb (7 464 kg)	16,266 lb (7 378 kg)	14,514 lb (6 584 kg)
	Ground	24,889 lb (11 289 kg)	22,395 lb (10 158 kg)	20,444 lb (9 273 kg)
Breakout force with tilt cylinder		27,150 lb (12 315 kg)	24,031 lb (10 900 kg)	22,248 lb (10 091 kg)
Loader clearance circle with bucket		456.5 in (11 596 mm)	455.1 in (11 560 mm)	455.1 in (11 560 mm)

621G XR		2.6 yd³ (2.0 m³) Bucket with Teeth - Pin On	3.0 yd³ (2.3 m³) Bucket with Bolt-on Edge - Pin On	3.0 yd³ (2.3 m³) Bucket with Bolt-On Edge & Grapple - Pin On
Operating weight		28,469 lb (12 913 kg)	28,644 lb (12 993 kg)	30,402 lb (13 790 kg)
E. Operating height – fully raised with spillguard		212.3 in (5 393 mm)	215.3 in (5 469 mm)	273.3 in (6 942 mm)
F. Hinge pin height – fully raised		167.6 in (4 258 mm)	167.6 in (4 258 mm)	167.5 in (4 255 mm)
G. Overall length – bucket level on ground		309.7 in (7 867 mm)	306.7 in (7 789 mm)	306.7 in (7 791 mm)
Dump angle – fully raised		45°	45°	45°
H. Dump height – fully raised, 45° dump		125.2 in (3 179 mm)	127.1 in (3 229 mm)	127.0 in (3 226 mm)
J. Bucket reach – fully raised, 45° dump		42.2 in (1 072 mm)	39.8 in (1 011 mm)	39.8 in (1 011 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		75.2 in (1 909 mm)	73.7 in (1 871 mm)	73.6 in (1 870 mm)
L. Dig depth		3.4 in (87 mm)	3.5 in (88 mm)	3.6 in (91 mm)
Operating load – ISO Rigid Tires		8,942 lb (4 056 kg)	8,734 lb (3 961 kg)	7,899 lb (3 583 kg)
Operating load – ISO Deflected Tires		8,188 lb (3 714 kg)	7,988 lb (3 623 kg)	7,133 lb (3 236 kg)
Maximum material density – ISO Rigid Tires		3,439 lb/yd³ (2 041 kg/m³)	2,911 lb/yd³ (1 727 kg/m³)	2,633 lb/yd³ (1 562 kg/m³)
Maximum material density – ISO Deflected Tires		3,149 lb/yd³ (1 869 kg/m³)	2,663 lb/yd³ (1 580 kg/m³)	2,378 lb/yd³ (1 411 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	20,613 lb (9 350 kg)	20,164 lg (9 146 kg)	18,494 lb (8 389 kg)
	40° turn	17,884 lb (8 112 kg)	17,467 lb (7 923 kg)	15,797 lb (7 166 kg)
Tipping load – ISO Deflected Tires:	Straight	19,362 lb (8 782 kg)	18,926 lb (8 585 kg)	17,227 lb (7 814 kg)
	40° turn	16,376 lb (7 428 kg)	15,975 lb (7 246 kg)	14,267 lb (6 471 kg)
Lift capacity:	Full height	15,973 lb (7 245 kg)	15,791 lb (7 162 kg)	14,039 lb (6 368 kg)
	Ground	25,712 lb (11 663 kg)	25,246 lb (11 451 kg)	23,458 lb (10 641 kg)
Breakout force with tilt cylinder		27,928 lb (12 668 kg)	24,720 lb (11 213 kg)	22,929 lb (10 400 kg)
Loader clearance circle with bucket		472.4 in (11 999 mm)	470.7 in (11 956 mm)	470.7 in (11 956 mm)

621G		Z-Bar/XR	Z-Bar/XR	Z-Bar/XR
Maximum rollback:	Ground	40°/40°	41°/40°	41°/40°
	Carry position	45°/45°	45°/45°	45°/45°
	@ Full height	55°/59°	55°/59°	55°/59°
Maximum grading angle with bucket – back dragging		60°/59°	59°/59°	59°/59°
SAE bucket capacity – struck		2.22 yd³ (1.70 m³)	2.56 yd³ (1.96 m³)	2.56 yd³ (1.96 m³)
Heaped		2.60 yd³ (1.99 m³)	3.00 yd³ (2.29 m³)	3.00 yd³ (2.29 m³)
Bucket width – outside		102.1 in (2 593 mm)	102.4 in (2 602 mm)	102.4 in (2 602 mm)
Bucket weight		1,782 lb (808 kg)	1,957 lb (888 kg)	3,715 lb (1 685 kg)

PERFORMANCE SPECS

621G Z-Bar*		4.5 yd³ (3.4 m³) Bucket with Bolt-on Edge - Pin On	2.5 yd³ (1.9 m³) Bucket with Bolt-On Edge - ACS Coupler	2.4 yd³ (1.8 m³) Bucket with Teeth - ACS Coupler
Operating weight		28,778 lb (13 053 kg)	29,109 lb (13 203 kg)	29,028 lb (13 167 kg)
E. Operating height – fully raised with spillguard		212.9 in (5 408 mm)	199.2 in (5 059 mm)	199.2 in (5 059 mm)
F. Hinge pin height – fully raised		150.9 in (3 833 mm)	150.9 in (3 832 mm)	150.9 in (3 832 mm)
G. Overall length – bucket level on ground		302.9 in (7 694 mm)	292.0 in (7 418 mm)	297.7 in (7 562 mm)
Dump angle – fully raised		50°	51°	51°
H. Dump height – fully raised, 45° dump		102.2 in (2 595 mm)	109.5 in (2 782 mm)	105.8 in (2 688 mm)
J. Bucket reach – fully raised, 45° dump		47.9 in (1 216 mm)	41.5 in (1 053 mm)	45.6 in (1 158 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		62.9 in (1 598 mm)	60.8 in (1 545 mm)	62.9 in (1 597 mm)
L. Dig depth		4.4 in (111 mm)	2.9 in (73 mm)	3.1 in (78 mm)
Operating load – ISO Rigid Tires		10,274 lb (4 660 kg)	9,690 lb (4 395 kg)	9,811 lb (4 450 kg)
Operating load – ISO Deflected Tires		9,223 lb (4 183 kg)	8,724 lb (3 957 kg)	8,835 lb (4 008 kg)
Maximum material density – ISO Rigid Tires		2,283 lb/yd³ (1 355 kg/m³)	3,876 lb/yd³ (2 300 kg/m³)	4,088 lb/yd³ (2 426 kg/m³)
Maximum material density – ISO Deflected Tires		2,050 lb/yd³ (1 216 kg/m³)	3,490 lb/yd³ (2 071 kg/m³)	3,681 lb/yd³ (2 184 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	23,690 lb (10 746 kg)	22,375 lb (10 149 kg)	22,640 lb (10 269 kg)
	40° turn	20,548 lb (9 320 kg)	19,380 lb (8 791 kg)	19,623 lb (8 901 kg)
Tipping load – ISO Deflected Tires:	Straight	21,915 lb (9 940 kg)	20,750 lb (9 412 kg)	20,996 lb (9 524 kg)
	40° turn	18,446 lb (8 367 kg)	17,449 lb (7 915 kg)	17,670 lb (8 015 kg)
Lift capacity:	Full height	15,794 lb (7 164 kg)	15,396 lb (6 984 kg)	15,483 lb (7 023 kg)
	Ground	21,930 lb (9 947 kg)	17,992 lb (8 161 kg)	18,795 lb (8 525 kg)
Breakout force with tilt cylinder		18,285 lb (8 294 kg)	22,635 lb (10 267 kg)	24,003 lb (10 887 kg)
Loader clearance circle with bucket		462.3 in (11 743 mm)	455.9 in (11 580 mm)	459.0 in (11 658 mm)

621G XR		4.5 yd³ (3.4 m³) Bucket with Bolt-on Edge - Pin On	2.5 yd³ (1.9 m³) Bucket with Bolt-On Edge - ACS Coupler	2.4 yd³ (1.8 m³) Bucket with Teeth - ACS Coupler
Operating weight		29,167 lb (13 230 kg)	29,498 lb (13 380 kg)	29,418 lb (13 344 kg)
E. Operating height – fully raised with spillguard		229.6 in (5 833 mm)	215.9 in (5 484 mm)	215.9 in (5 484 mm)
F. Hinge pin height – fully raised		167.6 in (4 257 mm)	167.6 in (4 257 mm)	167.6 in (4 257 mm)
G. Overall length – bucket level on ground		318.8 in (8 099 mm)	308.2 in (7 828 mm)	313.9 in (7 972 mm)
Dump angle – fully raised		45°	45°	45°
H. Dump height – fully raised, 45° dump		119.2 in (3 027 mm)	126.2 in (3 206 mm)	122.5 in (3 113 mm)
J. Bucket reach – fully raised, 45° dump		48.2 in (1 225 mm)	41.5 in (1 054 mm)	45.6 in (1 159 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		77.7 in (1 973 mm)	75.0 in (1 904 mm)	77.3 in (1 964 mm)
L. Dig depth		4.5 in (115 mm)	3.1 in (78 mm)	3.2 in (82 mm)
Operating load – ISO Rigid Tires		8,535 lb (3 871 kg)	8,072 lb (3 662 kg)	8,173 lb (3 707 kg)
Operating load – ISO Deflected Tires		7,762 lb (3 521 kg)	7,355 lb (3 336 kg)	7,448 lb (3 379 kg)
Maximum material density – ISO Rigid Tires		1,897 lb/yd³ (1 125 kg/m³)	3,229 lb/yd³ (1 916 kg/m³)	3,405 lb/yd³ (2 021 kg/m³)
Maximum material density – ISO Deflected Tires		1,725 lb/yd³ (1 023 kg/m³)	2,942 lb/yd³ (1 746 kg/m³)	3,104 lb/yd³ (1 842 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	19,796 lb (8 979 kg)	18,759 lb (8 509 kg)	18,976 lb (8 607 kg)
	40° turn	17,070 lb (7 743 kg)	16,145 lb (7 323 kg)	16,345 lb (7 414 kg)
Tipping load – ISO Deflected Tires:	Straight	18,511 lb (8 396 kg)	17,570 lb (7 970 kg)	17,775 lb (8 063 kg)
	40° turn	15,524 lb (7 041 kg)	14,710 lb (6 673 kg)	14,897 lb (6 757 kg)
Lift capacity:	Full height	15,308 lb (6 944 kg)	14,931 lb (6 772 kg)	15,015 lb (6 811 kg)
	Ground	24,802 lb (11 250 kg)	23,840 lb (10 814 kg)	24,049 lb (10 908 kg)
Breakout force with tilt cylinder		18,751 lb (8 505 kg)	23,336 lb (10 585 kg)	24,730 lb (11 217 kg)
Loader clearance circle with bucket		478.1 in (12 144 mm)	471.4 in (11 973 mm)	474.9 in (12 061 mm)

621G		Z-Bar/XR	Z-Bar/XR	Z-Bar/XR
Maximum rollback:	Ground	42°/42°	40°/40°	40°/40°
	Carry position	45°/47°	45°/46°	45°/46°
	@ Full height	55°/59°	55°/59°	55°/59°
Maximum grading angle with bucket – back dragging		64°/63°	60°/60°	61°/60°
SAE bucket capacity – struck		3.71 yd³ (2.84 m³)	2.15 yd³ (1.64 m³)	2.05 yd³ (1.57 m³)
Heaped		4.50 yd³ (3.44 m³)	2.50 yd³ (1.91 m³)	2.40 yd³ (1.83 m³)
Bucket width – outside		102.4 in (2 602 mm)	102.4 in (2 602 mm)	102.1 in (2 593 mm)
Bucket weight		2,480 lb (1 125 kg)	2,811 lb (1 275 kg)	2,731 lb (1 239 kg)

PERFORMANCE SPECS

621G Z-Bar*		3.0 yd³ (2.29 m³) Bucket with Bolt-on Edge - ACS Coupler	2.80 yd³ (2.14 m³) Bucket with Teeth - ACS Coupler	2.5 yd³ (1.91 m³) Bucket with Bolt-on Edge - JRB Coupler
Operating weight		29,322 lb (13 300 kg)	29,242 lb (13 264 kg)	28,930 lb (13 122 kg)
E. Operating height – fully raised with spillguard		203.7 in (5 173 mm)	203.7 in (5 173 mm)	200.4 in (5 090 mm)
F. Hinge pin height – fully raised		150.9 in (3 832 mm)	150.9 in (3 832 mm)	150.9 in (3 832 mm)
G. Overall length – bucket level on ground		297.3 in (7 551 mm)	303.0 in (7 696 mm)	293.7 in (7 460 mm)
Dump angle – fully raised		51°	51°	51°
H. Dump height – fully raised, 45° dump		106.1 in (2 696 mm)	102.4 in (2 602 mm)	108.5 in (2 755 mm)
J. Bucket reach – fully raised, 45° dump		45.5 in (1 155 mm)	49.6 in (1 260 mm)	42.7 in (1 085 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		62.9 in (1 598 mm)	64.8 in (1 646 mm)	61.5 in (1 562 mm)
L. Dig depth		2.9 in (74 mm)	3.1 in (78 mm)	2.9 in (73 mm)
Operating load – ISO Rigid Tires		9,477 lb (4 299 kg)	9,606 lb (4 357 kg)	9,646 lb (4 375 kg)
Operating load – ISO Deflected Tires		8,513 lb (3 861 kg)	8,630 lb (3 915 kg)	8,693 lb (3 943 kg)
Maximum material density – ISO Rigid Tires		3,159 lb/yd³ (1 875 kg/m³)	3,431 lb/yd³ (2 036 kg/m³)	3,859 lb/yd³ (2 290 kg/m³)
Maximum material density – ISO Deflected Tires		2,838 lb/yd³ (1 684 kg/m³)	3,082 lb/yd³ (1 829 kg/m³)	3,477 lb/yd³ (2 063 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	21,919 lb (9 942 kg)	22,201 lb (10 070 kg)	22,251 lb (10 093 kg)
	40° turn	18,955 lb (8 598 kg)	19,212 lb (8 715 kg)	19,293 lb (8 751 kg)
Tipping load – ISO Deflected Tires:	Straight	20,296 lb (9 206 kg)	20,558 lb (9 325 kg)	20,649 lb (9 366 kg)
	40° turn	17,026 lb (7 723 kg)	17,261 lb (7 829 kg)	17,387 lb (7 886 kg)
Lift capacity:	Full height	15,175 lb (6 883 kg)	15,263 lb (6 923 kg)	15,564 lb (7 060 kg)
	Ground	16,546 lb (7 505 kg)	17,354 lb (7 871 kg)	16,975 lb (7 700 kg)
Breakout force with tilt cylinder		20,212 lb (9 168 kg)	21,315 lb (9 668 kg)	21,896 lb (9 932 kg)
Loader clearance circle with bucket		459.0 in (11 659 mm)	462.2 in (11 740 mm)	456.9 in (11 605 mm)

621G XR		3.0 yd³ (2.29 m³) Bucket with Bolt-on Edge - ACS Coupler	2.80 yd³ (2.14 m³) Bucket with Teeth - ACS Coupler	2.5 yd³ (1.91 m³) Bucket with Bolt-on Edge - JRB Coupler
Operating weight		29,711 lb (13 477 kg)	29,631 lb (13 440 kg)	29,319 lb (13 299 kg)
E. Operating height – fully raised with spillguard		220.4 in (5 597 mm)	220.4 in (5 597 mm)	217.1 in (5 514 mm)
F. Hinge pin height – fully raised		167.6 in (4 256 mm)	167.6 in (4 256 mm)	167.6 in (4 257 mm)
G. Overall length – bucket level on ground		313.4 in (7 961 mm)	319.1 in (8 106 mm)	309.8 in (7 870 mm)
Dump angle – fully raised		45°	45°	45°
H. Dump height – fully raised, 45° dump		122.9 in (3 121 mm)	119.2 in (3 027 mm)	125.2 in (3 179 mm)
J. Bucket reach – fully raised, 45° dump		45.5 in (1 156 mm)	49.7 in (1 261 mm)	42.8 in (1 086 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		77.3 in (1 965 mm)	79.6 in (2 021 mm)	75.7 in (1 924 mm)
L. Dig depth		3.1 in (78 mm)	3.2 in (82 mm)	3.1 in (78 mm)
Operating load – ISO Rigid Tires		7,892 lb (3 580 kg)	7,997 lb (4 357 kg)	8,065 lb (3 658 kg)
Operating load – ISO Deflected Tires		7,175 lb (3 254 kg)	7,273 lb (3 299 kg)	7,356 lb (3 336 kg)
Maximum material density – ISO Rigid Tires		2,631 lb/yd³ (1 561 kg/m³)	2,856 lb/yd³ (1 695 kg/m³)	3,226 lb/yd³ (1 914 kg/m³)
Maximum material density – ISO Deflected Tires		2,392 lb/yd³ (1 419 kg/m³)	2,598 lb/yd³ (1 541 kg/m³)	2,942 lb/yd³ (1 746 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	18,375 lb (8 335 kg)	18,604 lb (8 439 kg)	18,717 lb (8 490 kg)
	40° turn	15,783 lb (7 159 kg)	15,994 lb (7 255 kg)	16,130 lb (7 316 kg)
Tipping load – ISO Deflected Tires:	Straight	17,187 lb (7 796 kg)	17,404 lb (7 894 kg)	17,542 lb (7 957 kg)
	40° turn	14,350 lb (6 509 kg)	14,547 lb (6 598 kg)	14,711 lb (6 673 kg)
Lift capacity:	Full height	14,715 lb (6 675 kg)	14,799 lb (6 713 kg)	15,104 lb (6 851 kg)
	Ground	23,380 lb (10 605 kg)	23,606 lb (10 707 kg)	23,788 lb (10 790 kg)
Breakout force with tilt cylinder		20,843 lb (9 454 kg)	21,967 lb (9 964 kg)	22,571 lb (10 238 kg)
Loader clearance circle with bucket		474.8 in (12 061 mm)	478.4 in (12 152 mm)	472.4 in (12 000 mm)

621G		Z-Bar/XR	Z-Bar/XR	Z-Bar/XR
Maximum rollback:	Ground	40°/40°	40°/40°	40°/40°
	Carry position	45°/46°	45°/46°	45°/46°
	@ Full height	55°/59°	55°/59°	55°/59°
Maximum grading angle with bucket – back dragging		61°/60°	63°/61°	60°/60°
SAE bucket capacity – struck		2.60 yd³ (1.99 m³)	2.40 yd³ (1.83 m³)	2.15 yd³ (1.64 m³)
Heaped		3.00 yd³ (2.29 m³)	2.80 yd³ (2.14 m³)	2.50 yd³ (1.91 m³)
Bucket width – outside		102.4 in (2 602 mm)	102.1 in (2 593 mm)	102.4 in (2 602 mm)
Bucket weight		3,024 lb (1 372 kg)	2,944 lb (1 335 kg)	2,632 lb (1 194 kg)

PERFORMANCE SPECS

621G Z-Bar*		2.4 yd³ (1.83 m³) Bucket with Teeth - JRB Coupler	3.0 yd³ (2.29 m³) Bucket with Bolt-On Edge - JRB Coupler	2.8 yd³ (2.14 m³) Bucket with Teeth - JRB Coupler
Operating weight		28,852 lb (13 087 kg)	29,119 lb (13 208 kg)	29,039 lb (13 172 kg)
E. Operating height – fully raised with spillguard		200.4 in (5 090 mm)	205.1 in (5 209 mm)	205.1 in (5 209 mm)
F. Hinge pin height – fully raised		150.9 in (3 832 mm)	150.9 in (3 832 mm)	150.9 in (3 832 mm)
G. Overall length – bucket level on ground		299.4 in (7 604 mm)	299.2 in (7 601 mm)	305.0 in (7 746 mm)
Dump angle – fully raised		51°	51°	51°
H. Dump height – fully raised, 45° dump		104.8 in (2 661 mm)	104.9 in (2 664 mm)	101.2 in (2 570 mm)
J. Bucket reach – fully raised, 45° dump		46.9 in (1 191 mm)	47.0 in (1 193 mm)	51.1 in (1 299 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		63.6 in (1 614 mm)	63.7 in (1 618 mm)	65.5 in (1 664 mm)
L. Dig depth		3.0 in (77 mm)	2.9 in (73 mm)	3.0 in (77 mm)
Operating load – ISO Rigid Tires		9,767 lb (4 430 kg)	9,874 lb (4 479 kg)	9,546 lb (4 330 kg)
Operating load – ISO Deflected Tires		8,803 lb (3 993 kg)	8,898 lb (4 036 kg)	8,585 lb (3 894 kg)
Maximum material density – ISO Rigid Tires		4,070 lb/yd³ (2 415 kg/m³)	3,291 lb/yd³ (1 953 kg/m³)	3,409 lb/yd³ (2 023 kg/m³)
Maximum material density – ISO Deflected Tires		3,668 lb/yd³ (2 176 kg/m³)	2,966 lb/yd³ (1 760 kg/m³)	3,066 lb/yd³ (1 819 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	22,515 lb (10 213 kg)	22,835 lb (10 358 kg)	22,037 lb (9 996 kg)
	40° turn	19,535 lb (8 861 kg)	19,749 lb (8 958 kg)	19,092 lb (8 660 kg)
Tipping load – ISO Deflected Tires:	Straight	20,892 lb (9 476 kg)	21,197 lb (9 615 kg)	20,420 lb (9 262 kg)
	40° turn	17,605 lb (7 986 kg)	17,796 lb (8 072 kg)	17,171 lb (7 789 kg)
Lift capacity:	Full height	15,649 lb (7 098 kg)	15,397 lb (6 984 kg)	15,452 lb (7 009 kg)
	Ground	17,704 lb (8 030 kg)	20,923 lb (9 491 kg)	16,177 lb (7 338 kg)
Breakout force with tilt cylinder		23,163 lb (10 506 kg)	18,868 lb (8 558 kg)	20,530 lb (9 312 kg)
Loader clearance circle with bucket		460.0 in (11 683 mm)	460.2 in (11 689 mm)	463.4 in (11 771 mm)

621G XR		2.4 yd³ (1.83 m³) Bucket with Teeth - JRB Coupler	3.0 yd³ (2.29 m³) Bucket with Bolt-On Edge - JRB Coupler	2.8 yd³ (2.14 m³) Bucket with Teeth - JRB Coupler
Operating weight		29,241 lb (13 264 kg)	29,508 lb (13 385 kg)	29,428 lb (13 348 kg)
E. Operating height – fully raised with spillguard		217.1 in (5 514 mm)	221.8 in (5 634 mm)	221.8 in (5 634 mm)
F. Hinge pin height – fully raised		167.6 in (4 257 mm)	167.6 in (4 257 mm)	167.6 in (4 257 mm)
G. Overall length – bucket level on ground		315.5 in (8 014 mm)	315.4 in (8 011 mm)	321.1 in (8 156 mm)
Dump angle – fully raised		45°	45°	45°
H. Dump height – fully raised, 45° dump		121.5 in (3 086 mm)	121.6 in (3 088 mm)	117.9 in (2 995 mm)
J. Bucket reach – fully raised, 45° dump		46.9 in (1 192 mm)	47.0 in (1 194 mm)	51.2 in (1 300 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		78.1 in (1 983 mm)	78.2 in (1 987 mm)	80.4 in (2 041 mm)
L. Dig depth		3.2 in (81 mm)	3.1 in (78 mm)	3.2 in (82 mm)
Operating load – ISO Rigid Tires		8,165 lb (3 703 kg)	8,181 lb (3 711 kg)	7,981 lb (3 620 kg)
Operating load – ISO Deflected Tires		7,448 lb (3 378 kg)	7,454 lb (3 381 kg)	7,266 lb (3 296 kg)
Maximum material density – ISO Rigid Tires		3,402 lb/yd³ (2 019 kg/m³)	2,727 lb/yd³ (1 618 kg/m³)	2,850 lb/yd³ (1 691 kg/m³)
Maximum material density – ISO Deflected Tires		3,103 lb/yd³ (1 841 kg/m³)	2,485 lb/yd³ (1 474 kg/m³)	2,595 lb/yd³ (1 540 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	18,933 lb (8 588 kg)	19,042 lb (8 637 kg)	18,538 lb (8 409 kg)
	40° turn	16,330 lb (7 407 kg)	16,363 lb (7 422 kg)	15,962 lb (7 240 kg)
Tipping load – ISO Deflected Tires:	Straight	17,745 lb (8 049 kg)	17,840 lb (8 092 kg)	17,354 lb (7 872 kg)
	40° turn	14,896 lb (6 757 kg)	14,907 lb (6 762 kg)	14,532 lb (6 592 kg)
Lift capacity:	Full height	15,186 lb (6 888 kg)	14,924 lb (6 769 kg)	14,995 lb (6 802 kg)
	Ground	23,995 lb (10 884 kg)	24,358 lb (11 049 kg)	23,528 lb (10 672 kg)
Breakout force with tilt cylinder		23,864 lb (10 824 kg)	19,474 lb (8 833 kg)	21,155 lb (9 596 kg)
Loader clearance circle with bucket		476.0 in (12 089 mm)	476.2 in (12 095 mm)	479.8 in (12 187 mm)

621G		Z-Bar/XR	Z-Bar/XR	Z-Bar/XR
Maximum rollback:	Ground	40°/40°	40°/40°	40°/40°
	Carry position	45°/46°	45°/46°	45°/46°
	@ Full height	55°/59°	55°/59°	55°/59°
Maximum grading angle with bucket – back dragging		62°/61°	62°/61°	64°/62°
SAE bucket capacity – struck		2.05 yd³ (1.57 m³)	2.60 yd³ (1.99 m³)	2.40 yd³ (1.83 m³)
Heaped		2.40 yd³ (1.83 m³)	3.00 yd³ (2.29 m³)	2.80 yd³ (2.14 m³)
Bucket width – outside		102.1 in (2 593 mm)	102.4 in (2 602 mm)	102.1 in (2 593 mm)
Bucket weight		2,554 lb (1 158 kg)	2,821 lb (1 280 kg)	2,741 lb (1 243 kg)

PERFORMANCE SPECS

621G XT		2.50 yd³ (1.91 m³) Bucket with Bolt-On Edge - ACS Coupler	2.40 yd³ (1.83 m³) Bucket with Teeth ACS Coupler	3.00 yd³ (2.3 m³) Bucket with Bolt-On Edge - ACS Coupler	2.80 yd³ (2.1 m³) Bucket with Teeth ACS Coupler
Operating weight		29,639 lb (13 444 kg)	29,561 lb (13 409 kg)	29,852 lb (13 541 kg)	29,774 lb (13 505 kg)
E. Operating height – fully raised with spillguard		207.6 in (5 274 mm)	207.6 in (5 274 mm)	212.1 in (5 387 mm)	212.1 in (5 387 mm)
F. Hinge pin height – fully raised		155.9 in (3 959 mm)	155.9 in (3 959 mm)	155.9 in (3 959 mm)	155.9 in (3 959 mm)
G. Overall length – bucket level on ground		296.6 in (7 533 mm)	302.3 in (7 678 mm)	301.8 in (7 666 mm)	307.5 in (7 810 mm)
Dump angle – fully raised		55°	55°	55°	55°
H. Dump height – fully raised, 45° dump		111.5 in (2 831 mm)	107.8 in (2 737 mm)	108.1 in (2 745 mm)	104.4 in (2 653 mm)
J. Bucket reach – fully raised, 45° dump		46.9 in (1 191 mm)	51.0 in (1 296 mm)	50.9 in (1 293 mm)	55.1 in (1 399 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		67.7 in (1 721 mm)	69.8 in (1 774 mm)	69.9 in (1 776 mm)	71.9 in (1 826 mm)
L. Dig depth		2.5 in (62 mm)	2.6 in (67 mm)	2.5 in (63 mm)	2.6 in (65 mm)
Operating load – ISO Rigid Tires		9,096 lb (4 126 kg)	9,207 lb (4 176 kg)	8,903 lb (4 038 kg)	9,021 lb (4 092 kg)
Operating load – ISO Deflected Tires		8,141 lb (3 693 kg)	8,243 lb (3 739 kg)	7,947 lb (3 605 kg)	8,055 lb (3 654 kg)
Maximum material density – ISO Rigid Tires		3,638 lb/yd³ (2 159 kg/m³)	3,836 lb/yd³ (2 276 kg/m³)	2,968 lb/yd³ (1 761 kg/m³)	3,222 lb/yd³ (1 912 kg/m³)
Maximum material density – ISO Deflected Tires		3,256 lb/yd³ (1 932 kg/m³)	3,434 lb/yd³ (2 038 kg/m³)	2,649 lb/yd³ (1 572 kg/m³)	2,877 lb/yd³ (1 707 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	21,018 lb (9 534 kg)	21,260 lb (9 643 kg)	20,608 lb (9 348 kg)	20,865 lb (9 464 kg)
	40° turn	18,191 lb (8 251 kg)	18,414 lb (8 353 kg)	17,807 lb (8 077 kg)	18,042 lb (8 184 kg)
Tipping load – ISO Deflected Tires:	Straight	19,415 lb (8 806 kg)	19,640 lb (8 908 kg)	19,002 lb (8 619 kg)	19,241 lb (8 727 kg)
	40° turn	16,282 lb (7 385 kg)	16,485 lb (7 478 kg)	15,895 lb (7 210 kg)	16,110 lb (7 307 kg)
Lift capacity:	Full height	14,197 lb (6 440 kg)	14,337 lb (6 503 kg)	13,929 lb (6 318 kg)	14,074 lb (6 384 kg)
	Ground	34,382 lb (15 596 kg)	35,919 lb (16 293 kg)	32,621 lb (14 797 kg)	34,152 lb (15 491 kg)
Breakout force with tilt cylinder		25,446 lb (11 542 kg)	26,841 lb (12 175 kg)	22,941 lb (10 406 kg)	24,092 lb (10 928 kg)
Loader clearance circle with bucket		449.0 in (11 405 mm)	450.9 in (11 454 mm)	451.0 in (11 456 mm)	453.0 in (11 506 mm)

621G XT		2.50 yd³ (1.91 m³) Bucket with Bolt-On Edge - JRB Coupler	2.40 yd³ (1.83 m³) Bucket with Teeth JRB Coupler	3.00 yd³ (2.29 m³) Bucket with Bolt-On Edge - JRB Coupler	2.80 yd³ (2.1 m³) Bucket with Teeth JRB Coupler
Operating weight		29,332 lb (13 305 kg)	29,253 lb (13 269 kg)	29,519 lb (13 389 kg)	29,442 lb (13 355 kg)
E. Operating height – fully raised with spillguard		212.0 in (5 386 mm)	212.0 in (5 386 mm)	216.7 in (5 505 mm)	216.7 in (5 505 mm)
F. Hinge pin height – fully raised		155.9 in (3 960 mm)	155.9 in (3 960 mm)	155.9 in (3 960 mm)	155.9 in (3 960 mm)
G. Overall length – bucket level on ground		302.2 in (7 676 mm)	307.7 in (7 817 mm)	307.8 in (7 818 mm)	313.5 in (7 963 mm)
Dump angle – fully raised		55°	55°	55°	55°
H. Dump height – fully raised, 45° dump		107.8 in (2 739 mm)	104.3 in (2 648 mm)	104.3 in (2 648 mm)	100.6 in (2 554 mm)
J. Bucket reach – fully raised, 45° dump		51.2 in (1 301 mm)	55.2 in (1 402 mm)	55.5 in (1 409 mm)	59.6 in (1 515 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		70.1 in (1 780 mm)	71.9 in (1 827 mm)	72.2 in (1 833 mm)	73.9 in (1 878 mm)
L. Dig depth		2.4 in (62 mm)	2.6 in (66 mm)	2.5 in (62 mm)	2.6 in (66 mm)
Operating load – ISO Rigid Tires		8,849 lb (4 014 kg)	8,561 lb (3 883 kg)	8,650 lb (3 924 kg)	8,762 lb (3 974 kg)
Operating load – ISO Deflected Tires		7,928 lb (3 596 kg)	7,677 lb (3 482 kg)	7,734 lb (3 508 kg)	7,836 lb (3 554 kg)
Maximum material density – ISO Rigid Tires		3,539 lb/yd³ (2 100 kg/m³)	3,567 lb/yd³ (2 117 kg/m³)	2,883 lb/yd³ (1 711 kg/m³)	3,129 lb/yd³ (1 857 kg/m³)
Maximum material density – ISO Deflected Tires		3,171 lb/yd³ (1 882 kg/m³)	3,199 lb/yd³ (1 898 kg/m³)	2,578 lb/yd³ (1 530 kg/m³)	2,799 lb/yd³ (1 661 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	20,419 lb (9 262 kg)	19,742 lb (8 955 kg)	19,992 lb (9 068 kg)	20,235 lb (9 179 kg)
	40° turn	17,697 lb (8 027 kg)	17,123 lb (7 767 kg)	17,300 lb (7 847 kg)	17,523 lb (7 949 kg)
Tipping load – ISO Deflected Tires:	Straight	18,877 lb (8 562 kg)	18,262 lb (8 283 kg)	18,456 lb (8 372 kg)	18,683 lb (8 474 kg)
	40° turn	15,857 lb (7 193 kg)	15,354 lb (6 964 kg)	15,468 lb (7 016 kg)	15,672 lb (7 109 kg)
Lift capacity:	Full height	14,175 lb (6 430 kg)	13,985 lb (6 344 kg)	13,913 lb (6 311 kg)	14,055 lb (6 375 kg)
	Ground	28,545 lb (12 948 kg)	24,581 lb (11 150 kg)	26,995 lb (12 245 kg)	28,110 lb (12 750 kg)
Breakout force with tilt cylinder		22,854 lb (10 366 kg)	24,077 lb (10 921 kg)	20,671 lb (9 376 kg)	21,613 lb (9 803 kg)
Loader clearance circle with bucket		451.2 in (11 460 mm)	453.1 in (11 509 mm)	453.4 in (11 517 mm)	455.5 in (11 569 mm)

621G		ACS/JRB	ACS/JRB	ACS/JRB	ACS/JRB
Maximum rollback:	Ground	57°/57°	57°/57°	57°/57°	57°/57°
	Carry position	59°/59°	59°/59°	59°/59°	59°/59°
	@ Full height	59°/59°	59°/59°	59°/59°	59°/59°
Maximum grading angle with bucket – back dragging		60°/62°	62°/63°	62°/63°	63°/64°
SAE bucket capacity – struck		2.15 yd³ (1.64 m³)	2.05 yd³ (1.57 m³)	2.60 yd³ (1.99 m³)	2.40 yd³ (1.83 m³)
Heaped		2.50 yd³ (1.91 m³)	2.40 yd³ (1.83 m³)	3.00 yd³ (2.29 m³)	2.80 yd³ (2.14 m³)
Bucket width – outside		102.4 in (2 602 mm)	102.1 in (2 593 mm)	102.4 in (2 602 mm)	102.1 in (2 593 mm)
Bucket weight		2,918 lb/2,610 lb (1 324 kg)/(1 184 kg)	2,840 lb/2,532 lb (1 288 kg)/(1 149 kg)	3,131 lb/2,797 lb (1 420 kg)/(1 269 kg)	3,053 lb/2,721 lb (1 385 kg)/(1 234 kg)

NOTE: *Z-Bar performance data shown with full counterweight. Performance data unit equipped with 20.5-R25 Michelin XTLA (L2 Radial) tires, ROPS cab with heater and A/C, full counterweight, standard batteries, front and rear fenders, full fuel and 165 lb (75 kg) operator. Specifications per SAE J732, J1234, J695, J742 and J818.

STANDARD EQUIPMENT

OPERATOR ENVIRONMENT

See page 1

ENGINE

Case/FPT F4HFE613W
Tier 4 Final Certified
Selective Catalytic Reduction (SCR) with Diesel Oxidation Catalyst
Selectable work modes:
- Maximum Power
- Standard Power
- Economy Power
- Auto Power

Turbocharger
Charge air cooling
Automatic belt tensioner
Integral engine oil cooling
Fuel filter with water trap
Dual-element dry-type air cleaner
Hydraulic-driven cooling fan
Air-cooled radiator
Mid-mounted cooling module
Common rail electronic fuel injection

LOADER

See page 2 – Operating weight, Other specifications

DRIVETRAIN

4-wheel drive
4F/3R Selectable autoshift/manual shift transmission
Electronic Control Module – programmable, computer controlled proportional shifting with programmable gear selection
Onboard diagnostics
Single lever electronic shift control
F/N/R switch in loader control handle
Downshift button
Torque converter
Limited-slip differentials – Z-Bar
Outboard planetary axles
Transmission oil cooler
Brake pedal transmission disconnect – declutch
Hydraulic wet disc brakes
Spring-applied hydraulic release parking brake
Limp-Home Mode
Greasable rear axle trunnion
3-piece rims

HYDRAULICS

Electro-hydraulic (EH) joystick loader control
Low-effort steering
Hydraulic driven cooling fan
Diagnostic quick couplers
Split flange hydraulic connections – 1 in or greater
Hydraulic oil cooler

ELECTRICAL

Alternator and voltage regulator
Battery isolator/electrical disconnect
120 amp alternator
(2) 700 CCA 12-volt batteries
Electric starter
Lights:
- 2 Front and 2 rear halogen flood lights
- 2 Front driving headlights – high/low beam with integrated turn signals
- 2 LED stop/tail lights with integrated turn signals

Key start/stop switch
Backup alarm
Centrally located fuse box with all electrical circuits protected
Remote jump start posts

OTHER

Electric hood lift
Front and rear fenders, partial coverage
Heavy counterweight
Drawbar hitch
Articulation locking bar
Lift arm locking bar
Lift and tie-down points – front/rear
Grouped remote-mounted ecology drains:
- Engine oil
- Engine coolant
- Hydraulic oil

TELEMATICS

CASE SiteWatch™ Telematics – includes hardware and a 3-yr Advanced data subscription

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

Cloth-covered heated air-suspension seat
Leather trimmed heated air seat with active suspension
Cloth mechanical suspension seat
Headrest
3 in (76 mm) retractable seat belt
Sound Shield noise suppression package
Bluetooth radio, 12V AM/FM with auxiliary input
Radio-ready – 12 or 24-volt with auxiliary power – 12-volt
Cab convenience package:
Rear sun shade, interior mirror, under the seat drawer, coat hook, 12V accessory port, and an ash tray
In cab powered cooler box
In cab accessory mount
LED rotating beacon
Rear view camera
External rear view mirrors
External heated rear view mirrors
Front LED driving/headlights
LED front and rear work lights
Extra front-facing LED work lights

DRIVETRAIN

5F/3R Autoshift/manual shift transmission, lockup torque converter, PowerInch de-clutch
Heavy-duty axles:
With locking front differential and open rear differential
Cold weather package:
Heavy-duty (2) 950 CCA 12V batteries
Grid heater
Fuel heater
Hydraulic oil cooler bypass
Low temperature hydraulic oil
Fast-warm hydraulic valve

HYDRAULICS

Auxiliary hydraulics
Ride Control™
Secondary steering
Joystick steering with and without secondary steering
2-function loader valve with single access control
3-function loader valve with 3 lever control or with joystick plus lever

LOADER

XR extended reach version
XT tool carrier version
Attachment auxiliary hydraulics
Coupler systems – JRB or ACS compatible
Buckets – see pages 4 through 9
4 – 1 clamp buckets
Forks

TIRES

20.5-25 12 PR L2 bias – dirt/traction
20.5-25 12 PR L3 bias – rock
20.5-R25 L2 radial – dirt/traction
20.5-R25 L3 radial – rock
20.5-R25 radial Michelin SnoPlus
20.5-R25 radial Bridgestone Snow Wedge
SolidFlex HD solid tires on adapter rims
Spare wheels and tires
Axle oscillation stops

GUARDING

Skid plate, transmission and front chassis bottom guards
Windscreen guard
Specialized guarding package:
Windscreen, articulation, front cover, chassis bottom, skid plate, transmission, lift cylinder, front lights, fuel tank, metal wrapped hoses and cylinder debris ejectors

ADVANCED ENGINE AIR FILTRATION

Heavy Debris cooling system:
Slanted cooling module cover
Auto reversing fan
Increased cooling fin spacing
Added cooling module sealing
Variable speed hydraulic reversing fan
Full-view air pre-cleaner
Sy-Klone® ejector type pre-cleaner

OTHER

Additional RH steps and platform with standard or wide fenders
Side guards for rear frame
Tool box – ground level access
Light counterweight – Z-Bar
Fire extinguisher
License plate bracket
12.4 mph (20 kph) maximum speed control
Special paint
Standard fenders with right and left hand steps
Wide full coverage fenders with right and left hand steps

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Form No. CCE2017116216
Replaces Form No. CCE2017056216

Tru-Pac 915B Pneumatic Roller

Rosco
LeeBoy Group



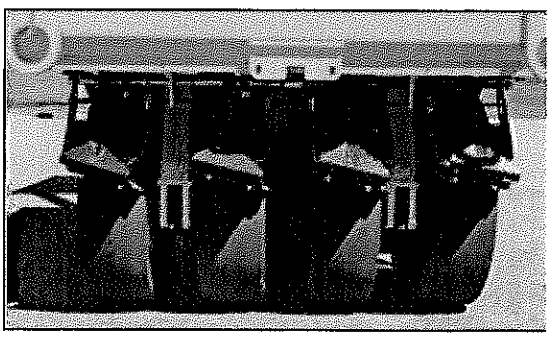
The Tru-Pac 915B pneumatic roller provides a versatile, center-point articulating roller for asphalt paving, chip sealing and soil applications. Easy to operate and fully hydrostatic, this roller's low profile water tank enhances operator visibility and safety. The Tru-Pac 915B features all-wheel oscillation to increase the kneading action during compaction and can be easily ballasted with water, sand or steel in the front and rear compartments. This machine provides consistent tru-tracking compaction in forward, reverse and especially when turning.

Performance Features:

- 74 hp (55 kw) Cummins Tier 4 Final Diesel Engine
- Ballastable from 6.7 to 15 Ton
- 9-Wheel Design with 1/2" (12.7 mm) Tire Overlap
- All Wheels Oscillate Individually or in Pairs +/- 4º
- Responsive Hydrostatic Drive
- 150 Gallons (568 l) Tank
- 13,100 lbs (5,942 kg) static weight
- Articulating Frame for Tru-Tracking Compaction
- Operator's Suspension Seat with Slide, Swivel and Belt
- Pressurized Water System
- Dynamic Braking and Parking Brake







Tru-Pac 915B Pneumatic Roller Specifications

Rosco
LeeBoy Group

Dimensions	- Shipping weight: 13,100 lbs (5,942 kg) - Max operating weight: 30,500 lbs (13,835 kg) - Length: 14' 4" (4.37 m), transport 14' (4.26 m), operational - Width: 6' (1.83 m), transport 5' 8" (1.72 m), rolling width - Height: 9' 2" (2.79 m) with ROPS 7' 6" (2.28 m) without ROPS - Wheel base: 8' 4" (2.54 m) - Turning radius: 8' 8" (2.64 m), inside 14' 4" (4.36 m), outside
Engine	Cummins diesel, Tier 4 Final – 74 hp (55 kw)
Capacities	- Fuel: 35 gallons (133 l) - Hydraulic reservoir: 14 gallons (53 l) - Water tank size: 150 gallons (568 l)
Transmission	- Hydrostatic with wheel motors mounted directly to drive wheels - 0 to 14.8 mph (0 to 23.8 kph)
Tires	- Nine tires total, five front and four rear - 7.5 x 15, 14-ply - .5" (13 mm) minimum tire overlap - All wheels oscillate individually or in pairs +/- 4°
Articulated Frame	- Articulation +/- 39° - Oscillation +/- 10°
Operator's Platform	Suspension seat with slide, swivel and seat belt
Operator's Controls	Forward/reverse joystick controls
Steering	Hydraulic power steering

Brakes	- Dynamic braking through the transmission - Hydraulically released parking brake
Instrumentation	- Hour meter - Engine oil pressure, coolant temperature - Hydraulic oil temperature - Voltmeter - Tachometer - Fuel gauge
Additional Standard Equipment	- Back-up alarm - ROPS with sunroof - Safety amber strobe - Coco mats - Horn - Vandalism protection package - Slow moving vehicle sign
Optional Equipment	- 11-wheel roller option, two additional compaction tires - Heat shield group - FOPS canopy - Light combination and work lights (turn, tail and 2 LED front, 2 LED rear work lights) - Cold weather package, block heater

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BUILTBY

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ISO

NJPA
National Joint Powers Alliance®

BR-1201.2-EN This document contains information applicable for the U.S. and U.S. Territories. For international product availability, specifications and support, please contact your authorized LeeBoy representative. The technical data contained herein is subject to change due to continuous engineering and development. Accordingly, LeeBoy Group reserves the right to modify at any time.

Product Specifications

Rosco Tru-Pac 915B Roller

The following specifications are based on the Rosco Tru-Pac 915B Roller manufactured by LeeBoy Group. Because of continuous equipment research and development, we reserve the right to change these specifications. For more information, questions or assistance preparing specifications, please contact your local LeeBoy sales representative.

1. **Dimensions:**
   a. Length: 14' 4" (4.37 m), transport
      14' (4.26 m), operational
   b. Width: 6' (1.83 m), transport
      5' 8" (1.72 m), rolling width
   c. Height: 7' 6" (2.28 m) without ROPS
      9' 2" (2.79 m) with ROPS
   d. Wheel base: 8' 4" (2.54 m)
   e. Turning radius: 8' 8" (2.641 m) inside
      14' 4" (4.36 m) outside

2. **Weights:**
   a. Shipping weight, equipped: 13,100 lbs. (5,942 kg)
   b. Max operating weight: 30,500 lbs. (13,835 kg)

3. **Engine:**
   a. Cummins Diesel
   b. Tier 4 Final - 74 hp (55 kw) @ 2,200 rpm
   c. Fuel reservoir: 35 gallons (133 l)

4. **Transmission:**
   a. Hydrostatic with wheel motors mounted directly to drive wheels

5. **Speeds:**
   a. Working speed: 0 – 7.4 mph (11.9 kph)
      Travel speed: 0 – 14.8 mph (23.8 kph)

6. **Tires and Wheels:**
   a. Smooth compaction with spring loaded nylon scrapers
   b. Tru-tacking with tires overlapping .5" (13 mm) minimum provides complete coverage and compaction
   c. Size: 7.5 x 15, 14 ply
   d. Nine wheels, five front and four rear
   e. Rear wheels drive the unit
   f. All wheels oscillate individually or in pairs plus or minus 4^0

7. **Articulated Frame:**
   a. Articulation: Plus or minus 39^0
   b. Oscillation: Plus or minus 10^0

Rosco

8. **Hydraulic Reservoir:**
    a. 14 gallons (53 l)

9. **Water Tank:**
    a. Pressurized pump system
    b. Tank size: 150 gallons (568 l)

10. **Operator's Station:**
    a. Seat: suspension seat with slide, swivel and seat belt
    b. Controls: joystick control for forward and reverse

11. **Brakes:**
    a. Dynamic braking through the hydrostatic transmission
    b. Spring loaded hydraulically released parking brake

12. **Electrical System:**
    a. 12 volt battery, negative ground
    b. 14 volt, 120 amp alternator

13. **Steering:**
    a. Full hydraulic powered
    b. Articulated frame through orbital control
    c. 7 turns, lock-to-lock

14. **Instrumentation:**
    a. Engine oil pressure, coolant temperature
    b. Voltmeter
    c. Hour meter
    d. Fuel gauge
    e. Hydraulic oil temperature
    f. Tachometer

15. **Additional Standard Equipment:**
    a. Coco mats
    b. ROPS with sunroof
    c. Backup alarm
    d. Vandalism package
    e. Slow moving emblem
    f. Horn
    g. Amber safety strobe

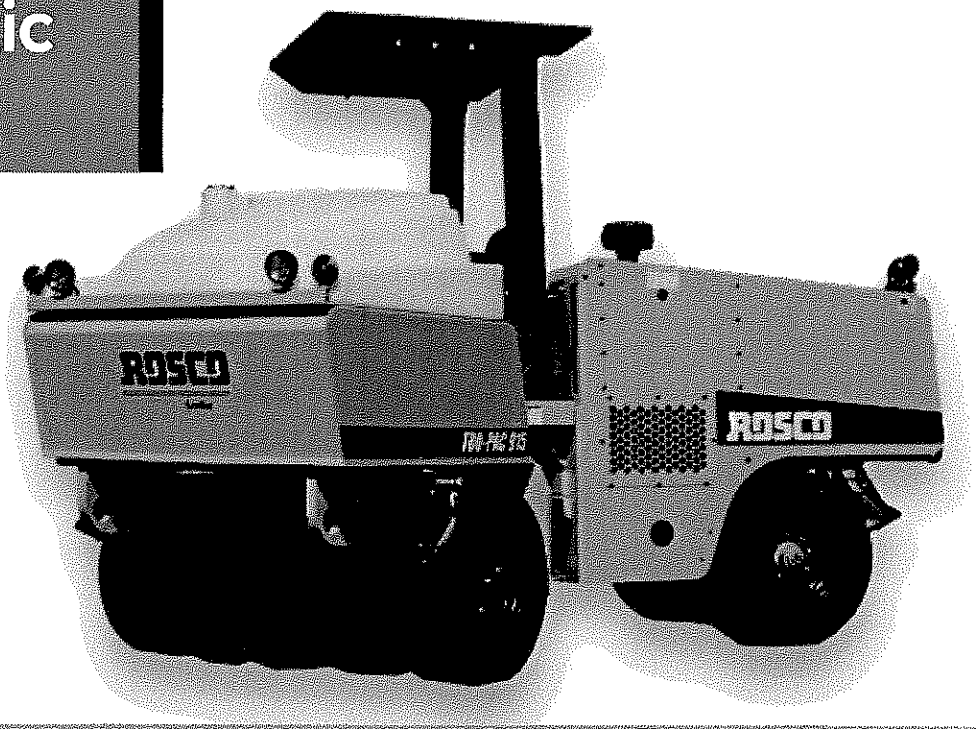
16. **Optional Equipment:**
    a. 11-wheel roller option, two additional compaction tires
    b. Heat shield group
    c. FOPS canopy

d. Light combination and work lights (turn, tail and 2 LED front, 2 LED rear work lights)
e. Cold weather package, block heater

17. **Training, Support and Company**
    a. Training and support manuals
    b. Optional on-site operator training by Dealer
    c. One-year, unlimited hours warranty against any manufacturer defects
    d. Extended warranty available
    e. 50+ years manufacturing experience
    f. ISO 9001 Certified
    g. Manufactured in the USA

Tru-Pac 915B Pneumatic Roller

Rosco
LeeBoy Group



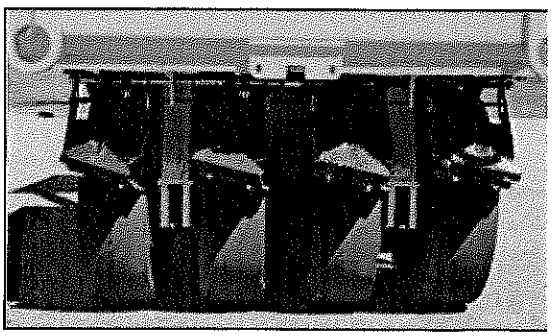
The Tru-Pac 915B pneumatic roller provides a versatile, center-point articulating roller for asphalt paving, chip sealing and soil applications. Easy to operate and fully hydrostatic, this roller's low profile water tank enhances operator visibility and safety. The Tru-Pac 915B features all-wheel oscillation to increase the kneading action during compaction and can be easily ballasted with water, sand or steel in the front and rear compartments. This machine provides consistent tru-tracking compaction in forward, reverse and especially when turning.

Performance Features:

- 74 hp (55 kw) Cummins Tier 4 Final Diesel Engine
- Ballastable from 6.7 to 15 Ton
- 9-Wheel Design with 1/2" (12.7 mm) Tire Overlap
- All Wheels Oscillate Individually or in Pairs +/- 4°
- Responsive Hydrostatic Drive
- 150 Gallons (568 l) Tank
- 13,100 lbs (5,942 kg) static weight
- Articulating Frame for Tru-Tracking Compaction
- Operator's Suspension Seat with Slide, Swivel and Belt
- Pressurized Water System
- Dynamic Braking and Parking Brake







Tru-Pac 915B Pneumatic Roller Specifications

Rosco
LeeBoy Group

Dimensions	- Shipping weight: 13,100 lbs (5,942 kg) - Max operating weight: 30,500 lbs (13,835 kg) - Length: 14' 4" (4.37 m), transport 14' (4.26 m), operational - Width: 6' (1.83 m), transport 5' 8" (1.72 m), rolling width - Height: 9' 2" (2.79 m) with ROPS 7' 6" (2.28 m) without ROPS - Wheel base: 8' 4" (2.54 m) - Turning radius: 8' 8" (2.64 m), inside 14' 4" (4.36 m), outside
Engine	Cummins diesel, Tier 4 Final – 74 hp (55 kw)
Capacities	- Fuel: 35 gallons (133 l) - Hydraulic reservoir: 14 gallons (53 l) - Water tank size: 150 gallons (568 l)
Transmission	- Hydrostatic with wheel motors mounted directly to drive wheels - 0 to 14.8 mph (0 to 23.8 kph)
Tires	- Nine tires total, five front and four rear - 7.5 x 15, 14-ply - .5" (13 mm) minimum tire overlap - All wheels oscillate individually or in pairs +/- 4º
Articulated Frame	- Articulation +/- 39º - Oscillation +/- 10º
Operator's Platform	Suspension seat with slide, swivel and seat belt
Operator's Controls	Forward/reverse joystick controls
Steering	Hydraulic power steering

Brakes	- Dynamic braking through the transmission - Hydraulically released parking brake
Instrumentation	- Hour meter - Engine oil pressure, coolant temperature - Hydraulic oil temperature - Voltmeter - Tachometer - Fuel gauge
Additional Standard Equipment	- Back-up alarm - ROPS with sunroof - Safety amber strobe - Coco mats - Horn - Vandalism protection package - Slow moving vehicle sign
Optional Equipment	- 11-wheel roller option, two additional compaction tires - Heat shield group - FOPS canopy - Light combination and work lights (turn, tail and 2 LED front, 2 LED rear work lights) - Cold weather package, block heater

LeeBoy

BUILT BY

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BR-1201.2-EN This document contains information applicable for the U.S. and U.S. Territories. For International product availability, specifications and support, please contact your authorized LeeBoy representative. The technical data contained herein is subject to change due to continuous engineering and development. Accordingly, LeeBoy Group reserves the right to modify at any time.

Product Specifications

Rosco Tru-Pac 915B Roller

The following specifications are based on the Rosco Tru-Pac 915B Roller manufactured by LeeBoy Group. Because of continuous equipment research and development, we reserve the right to change these specifications. For more information, questions or assistance preparing specifications, please contact your local LeeBoy sales representative.

1. **Dimensions:**
   a. Length: 14' 4" (4.37 m), transport
      14' (4.26 m), operational
   b. Width: 6' (1.83 m), transport
      5' 8" (1.72 m), rolling width
   c. Height: 7' 6" (2.28 m) without ROPS
      9' 2" (2.79 m) with ROPS
   d. Wheel base: 8' 4" (2.54 m)
   e. Turning radius: 8' 8" (2.641 m) inside
      14' 4" (4.36 m) outside

2. **Weights:**
   a. Shipping weight, equipped: 13,100 lbs. (5,942 kg)
   b. Max operating weight: 30,500 lbs. (13,835 kg)

3. **Engine:**
   a. Cummins Diesel
   b. Tier 4 Final - 74 hp (55 kw) @ 2,200 rpm
   c. Fuel reservoir: 35 gallons (133 l)

4. **Transmission:**
   a. Hydrostatic with wheel motors mounted directly to drive wheels

5. **Speeds:**
   a. Working speed: 0 – 7.4 mph (11.9 kph)
      Travel speed: 0 – 14.8 mph (23.8 kph)

6. **Tires and Wheels:**
   a. Smooth compaction with spring loaded nylon scrapers
   b. Tru-tacking with tires overlapping .5" (13 mm) minimum provides complete coverage and compaction
   c. Size: 7.5 x 15, 14 ply
   d. Nine wheels, five front and four rear
   e. Rear wheels drive the unit
   f. All wheels oscillate individually or in pairs plus or minus 4^{o}

7. **Articulated Frame:**
   a. Articulation: Plus or minus 39^{o}
   b. Oscillation: Plus or minus 10^{o}

8. **Hydraulic Reservoir:**
    a. 14 gallons (53 l)

9. **Water Tank:**
    a. Pressurized pump system
    b. Tank size: 150 gallons (568 l)

10. **Operator's Station:**
    a. Seat: suspension seat with slide, swivel and seat belt
    b. Controls: joystick control for forward and reverse

11. **Brakes:**
    a. Dynamic braking through the hydrostatic transmission
    b. Spring loaded hydraulically released parking brake

12. **Electrical System:**
    a. 12 volt battery, negative ground
    b. 14 volt, 120 amp alternator

13. **Steering:**
    a. Full hydraulic powered
    b. Articulated frame through orbital control
    c. 7 turns, lock-to-lock

14. **Instrumentation:**
    a. Engine oil pressure, coolant temperature
    b. Voltmeter
    c. Hour meter
    d. Fuel gauge
    e. Hydraulic oil temperature
    f. Tachometer

15. **Additional Standard Equipment:**
    a. Coco mats
    b. ROPS with sunroof
    c. Backup alarm
    d. Vandalism package
    e. Slow moving emblem
    f. Horn
    g. Amber safety strobe

16. **Optional Equipment:**
    a. 11-wheel roller option, two additional compaction tires
    b. Heat shield group
    c. FOPS canopy

d. Light combination and work lights (turn, tail and 2 LED front, 2 LED rear work lights)
e. Cold weather package, block heater

17. **Training, Support and Company**
    a. Training and support manuals
    b. Optional on-site operator training by Dealer
    c. One-year, unlimited hours warranty against any manufacturer defects
    d. Extended warranty available
    e. 50+ years manufacturing experience
    f. ISO 9001 Certified
    g. Manufactured in the USA

CASE CONSTRUCTION

DV209D

DOUBLE DRUM ROLLER

TIER 4 FINAL CERTIFIED



ENGINE

Make	Deutz TCD 3.6 L4
Emissions Certification	Tier 4 Final Certified
Type	Diesel
Cylinders	4
Displacement	221 in³ (L)
Horsepower @ 2200 RPM	100 hp (74.4 kW)
Max. torque @ 1600 RPM	302.4 lb-ft (410 Nm)

DRIVETRAIN

Drive	Hydrostatic
Maximum speed	6.5 mph (10.5 kph)
Service brake	SAHR
Parking brake	Multi-disc
Emergency brake	Multi-disc
Drum drive	Front and rear drums
Drive motors – dual	1 x each drum
Drive motor pump	Variable displacement axial piston
Gradeability	30%

ELECTRICAL

Voltage	24 Volts
Battery	12-volt @ 420 CCA
Halogen work lights	4 (55 watt/front and rear)
Turn signals & four-way flashers	Left/right

OPERATOR ENVIRONMENT

Operator work stations	1
Seat – multi-position/suspension	1
Seat position	Rotating and pivoting
Lever travel control	1
Seat-belt – retractable	3 in (76.2 mm)
Steering column	Adjustable up/down
Rearview mirrors	2 – front frame mounted

OPERATING WEIGHT

Operating weight	21,080 lb (9 560 kg)
w/ cab option – add	970 lb (440 kg)
Front drum load	10,520 lb (4 770 kg)
Front drum linear load	159 lb/in (28.4 kg/cm)
Rear drum load	10,560 lb (4 790 kg)
Rear drum linear load	160 lb/in (28.5 kg/cm)
Single side edge cutter	330 lb (150 kg)
Double side edge cutter	660 lb (300 kg)

SERVICE CAPACITIES

Fuel tank	58.1 gal (220 L)
Engine oil	9.5 qt (9 L)
SCR tank	5.8 gal (22 L)
Hydraulic system – reservoir	15.9 gal (60 L)
Vibration system – each drum	2 gal (7.5 L)

OTHER SPECIFICATIONS

Steering:	
Pump type	Gear
Steering cylinders	2
Steering angle – left and right	31°
Oscillation angle +/-	6°
Inside turning radius	215 in (5 470 mm)
Outside turning radius	293 in (7 450 mm)
Water system:	
Water tank	222 gal (840 L) front frame mount
Water tank	Polyethylene
Water feed	Pressurized
Pumps	2
Fill ports	2
Filtration stages	3
Vibratory system:	
System design	Closed center
Pump type	Gear
Fixed displacement hydraulic motors	2
Vibration	Eccentric
Drum vibration	Front only/Rear only Front and rear
Frequency:	
Low	2,520 vpm (42 Hz)
High	3,300 vpm (55 Hz)
Amplitude:	
Low	0.0130 in (0.33 mm)
High	0.0276 in (0.70 mm)
Centrifugal force:	
Low	15,737 lb (70 kN)
High	18,884 lb (84 kN)

STANDARD EQUIPMENT

OTHER

Fixed ROPS/FOPS Canopy
Articulated chassis
Deutz TCD 3.6 L4/Tier 4 Final engine
Hydrostatic drive for both drums
Vulcollon drum scrapers – fixed
Machined tapered drum edges
Spin-on fuel, engine oil and hydraulic filters
Master disconnect switch
4-point lift and tie down provision
Worklights w/ turn signals
Back-up alarm
Brake release
Drum offset – crab steer

OPERATOR ENVIRONMENT

Iso-mounted operator's platform
Anti-Vandal Covers
Multi-position shifting suspension seat w/ foldable armrests
Adjustable steering column
Single lever speed and direction control w/ vibration on/off control
Speed selector
Smooth start and stop
Return to center – offset
Handrails
Tool box
3 in retractable seat-belt
Emergency stop button
Seat safety switch

INSTRUMENT PANEL

Intelligent intergrated display screen
Ignition lockout
Hour meter
Throttle control
Manual or auto vibration control
Water tank level
Fuel tank level
Vibration frequency
Sprinkler intensity

INDICATOR LIGHTS

Battery
Coolant level
Engine temperature warning
Air filter
Hydraulic filter
Hydraulic oil level
Parking brake
Fuel filter
Sprinkler on/off

MONITOR DISPLAY PANEL

- Engine RPM
- Engine hours
- Fuel rate
- System voltage
- % engine load at current RPM
- Coolant temperature
- Oil pressure
- Fuel economy
- Current fuel consumption
- Active service codes

WATER SYSTEM

- Pressurized water system
- Dual fill port water tank
- 3-stage water filtration
- Water system on/off
- Water system drain
- Adjustable sprinkler volume control

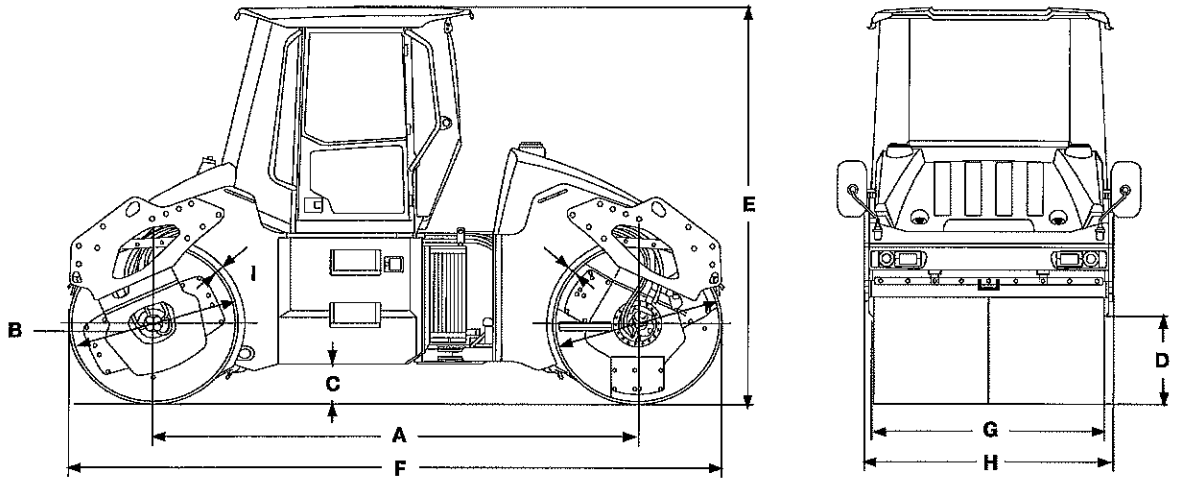
VIBRATION SYSTEM

- Front, rear, and dual drum vibration control modes
- Auto vibration stop in neutral
- Dual-mode vibratory system

OPTIONAL EQUIPMENT

OTHER

- Cab with heat and ventilation
- Cab air conditioning
- Radio mounting with 2 speakers and antenna – no radio
- Rotating beacon
- Right side edge cutter (45 or 60 degrees)
- Right and left side edge cutters (45 or 60 degrees)
- Tiltable scrapers – front and rear
- Infrared thermometer
- Cab mounted LED work lights
- 360 degree night illumination kit
- Left hand control lever – in addition to the right hand lever
- ACE Force Intelligent Compaction
- CASE SiteWatch



Line drawings are for illustrative purpose only and may not be exact representation of unit.

DIMENSIONS

A. Wheelbase	11 ft 5 in (3 500 mm)
B. Drum diameter	48 in (1 220 mm)
C. Curb clearance	11.8 in (300 mm)
D. Side clearance	30.7 in (780 mm)
E. Overall height	9 ft 10 in (3 000 mm)
F. Overall length	15 ft 5 in (4 720 mm)
G. Compaction width	66 in (1 680 mm)
H. Overall width	71 in (1 800 mm)
I. Drum thickness	0.9 in (22 mm)
Drum offset	6.7 in (170 mm)

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Biodiesel Ready — CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

SAFETY™ NEVER HURTS — Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

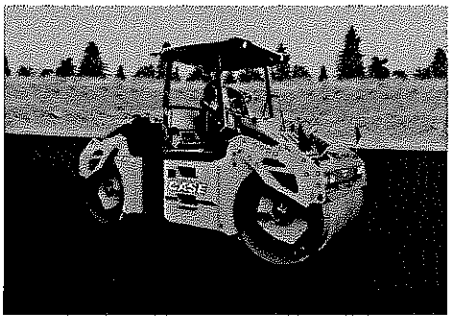
Form No. CCE201712DV209D
Replaces Form No. CCE201704DV209D

CASE CONSTRUCTION

DV209D

DOUBLE DRUM ROLLER

TIER 4 FINAL CERTIFIED



ENGINE

Make	Deutz TCD 3.6 L4
Emissions Certification	Tier 4 Final Certified
Type	Diesel
Cylinders	4
Displacement	221 in³ (L)
Horsepower @ 2200 RPM	100 hp (74.4 kW)
Max. torque @ 1600 RPM	302.4 lb-ft (410 Nm)

DRIVETRAIN

Drive	Hydrostatic
Maximum speed	6.5 mph (10.5 kph)
Service brake	SAHR
Parking brake	Multi-disc
Emergency brake	Multi-disc
Drum drive	Front and rear drums
Drive motors – dual	1 x each drum
Drive motor pump	Variable displacement axial piston
Gradeability	30%

ELECTRICAL

Voltage	24 Volts
Battery	12-volt @ 420 CCA
Halogen work lights	4 (55 watt/front and rear)
Turn signals & four-way flashers	Left/right

OPERATOR ENVIRONMENT

Operator work stations	1
Seat – multi-position/suspension	1
Seat position	Rotating and pivoting
Lever travel control	1
Seat-belt – retractable	3 in (76.2 mm)
Steering column	Adjustable up/down
Rearview mirrors	2 – front frame mounted

OPERATING WEIGHT

Operating weight	21,080 lb (9 560 kg)
w/ cab option – add	970 lb (440 kg)
Front drum load	10,520 lb (4 770 kg)
Front drum linear load	159 lb/in (28.4 kg/cm)
Rear drum load	10,560 lb (4 790 kg)
Rear drum linear load	160 lb/in (28.5 kg/cm)
Single side edge cutter	330 lb (150 kg)
Double side edge cutter	660 lb (300 kg)

SERVICE CAPACITIES

Fuel tank	58.1 gal (220 L)
Engine oil	9.5 qt (9 L)
SCR tank	5.8 gal (22 L)
Hydraulic system – reservoir	15.9 gal (60 L)
Vibration system – each drum	2 gal (7.5 L)

OTHER SPECIFICATIONS

Steering:	
Pump type	Gear
Steering cylinders	2
Steering angle – left and right	31°
Oscillation angle +/-	6°
Inside turning radius	215 in (5 470 mm)
Outside turning radius	293 in (7 450 mm)
Water system:	
Water tank	222 gal (840 L) front frame mount
Water tank	Polyethylene
Water feed	Pressurized
Pumps	2
Fill ports	2
Filtration stages	3
Vibratory system:	
System design	Closed center
Pump type	Gear
Fixed displacement hydraulic motors	2
Vibration	Eccentric
Drum vibration	Front only/Rear only Front and rear
Frequency:	
Low	2,520 vpm (42 Hz)
High	3,300 vpm (55 Hz)
Amplitude:	
Low	0.0130 in (0.33 mm)
High	0.0276 in (0.70 mm)
Centrifugal force:	
Low	15,737 lb (70 kN)
High	18,884 lb (84 kN)

STANDARD EQUIPMENT

OTHER

Fixed ROPS/FOPS Canopy
Articulated chassis
Deutz TCD 3.6 L4/Tier 4 Final engine
Hydrostatic drive for both drums
Vulcollon drum scrapers – fixed
Machined tapered drum edges
Spin-on fuel, engine oil and hydraulic filters
Master disconnect switch
4-point lift and tie down provision
Worklights w/ turn signals
Back-up alarm
Brake release
Drum offset – crab steer

OPERATOR ENVIRONMENT

Iso-mounted operator's platform
Anti-Vandal Covers
Multi-position shifting suspension seat w/ foldable armrests
Adjustable steering column
Single lever speed and direction control w/ vibration on/off control
Speed selector
Smooth start and stop
Return to center – offset
Handrails
Tool box
3 in retractable seat-belt
Emergency stop button
Seat safety switch

INSTRUMENT PANEL

Intelligent intergrated display screen
Ignition lockout
Hour meter
Throttle control
Manual or auto vibration control
Water tank level
Fuel tank level
Vibration frequency
Sprinkler intensity

INDICATOR LIGHTS

Battery
Coolant level
Engine temperature warning
Air filter
Hydraulic filter
Hydraulic oil level
Parking brake
Fuel filter
Sprinkler on/off

MONITOR DISPLAY PANEL

Engine RPM
Engine hours
Fuel rate
System voltage
% engine load at current RPM
Coolant temperature
Oil pressure
Fuel economy
Current fuel consumption
Active service codes

WATER SYSTEM

Pressurized water system
Dual fill port water tank
3-stage water filtration
Water system on/off
Water system drain
Adjustable sprinkler volume control

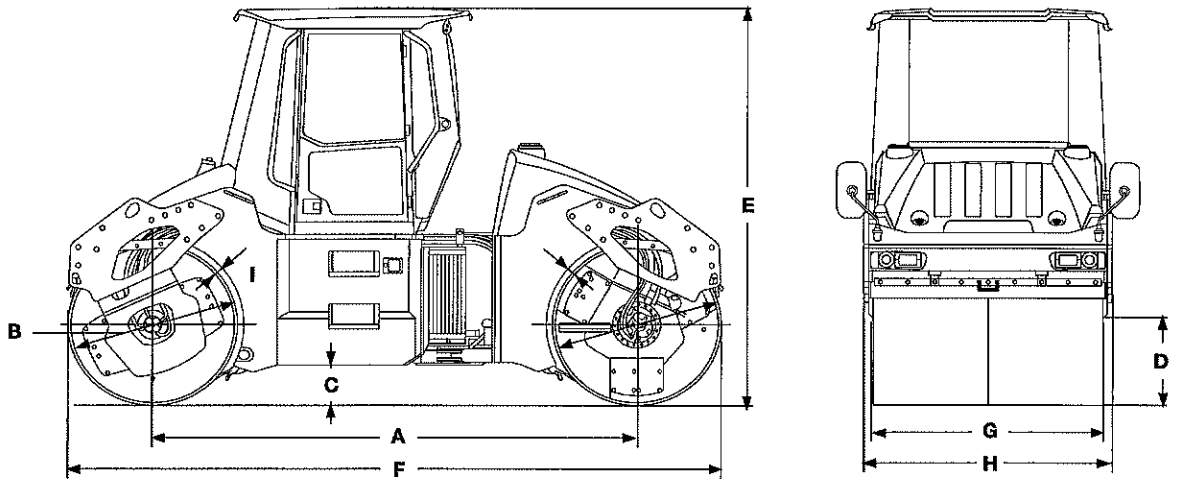
VIBRATION SYSTEM

Front, rear, and dual drum vibration control modes
Auto vibration stop in neutral
Dual-mode vibratory system

OPTIONAL EQUIPMENT

OTHER

Cab with heat and ventilation
Cab air conditioning
Radio mounting with 2 speakers and antenna – no radio
Rotating beacon
Right side edge cutter (45 or 60 degrees)
Right and left side edge cutters (45 or 60 degrees)
Tiltable scrapers – front and rear
Infrared thermometer
Cab mounted LED work lights
360 degree night illumination kit
Left hand control lever – in addition to the right hand lever
ACE Force Intelligent Compaction
CASE SiteWatch



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DIMENSIONS

A. Wheelbase	11 ft 5 in (3 500 mm)
B. Drum diameter	48 in (1 220 mm)
C. Curb clearance	11.8 in (300 mm)
D. Side clearance	30.7 in (780 mm)
E. Overall height	9 ft 10 in (3 000 mm)
F. Overall length	15 ft 5 in (4 720 mm)
G. Compaction width	66 in (1 680 mm)
H. Overall width	71 in (1 800 mm)
I. Drum thickness	0.9 in (22 mm)
Drum offset	6.7 in (170 mm)

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Form No. CCE201712DV209D
Replaces Form No. CCE201704DV209D

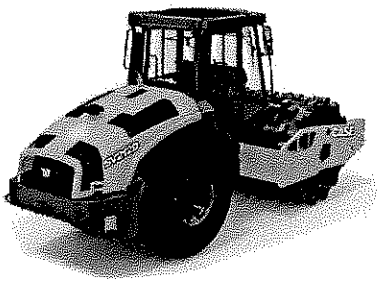
PRELIMINARY

CASE CONSTRUCTION

SV212D

SINGLE DRUM VIBRATORY ROLLER

TIER 4 FINAL



ENGINE

Make	Deutz
Emissions Certification	Tier 4 Final
Model	TCD 4.1
Gross horsepower @ 2200 RPM:	154 hp (115 kW)
Max. torque @ 1500 RPM	460 lbf·ft (624 N·m)

DRIVETRAIN

Drive	Hydrostatic
F/R travel speed range	4
Working speeds	mph (kph)
1st – max.	1.6 (2.5)
2nd – max.	2.2 (3.5)
3rd – max.	3.5 (5.7)
Max. travel speed	7.8 (12.5)
Parking brake	Multi-disc
Emergency brake	Multi-disc
Variable displacement axial piston type wheel drive pump	1
Hydraulic fixed displacement wheel drive motors	2
Drive motor interlock	Yes
Hydraulic variable displacement drum drive motor	1
Gradeability w/o traction assist	55%
Transversal stability - machine in straight line:	33° slope

ELECTRICAL

Voltage	24 Volts
Battery	2 x 61 amp
Alternator	45 amp

OPERATOR ENVIRONMENT

Isolated from chassis by flexible shock absorbers; Handrail; Dual rearview mirrors; Front lighting; Instrument panel anti-vandal guard; Vinyl suspension seat w/ armrests and 3 in (76.2 mm) retractable seat belt; Exceptional front/rear visibility.

OPERATING WEIGHT

Weight - Smooth drum:	
Operating weight w/o cab	25,510 lb (11 570 kg)
Max. weight w/ cab	34,020 lb (15 430 kg)
Drum weight	11,352 lb (5 149 kg)
Static linear load	187 lb/in (33.4 kg/cm)
Tire ballast	2,646 lb (1 200 kg)
Weight - Padfoot drum:	
Operating weight w/o cab	26,850 lb (12 180 kg)
Max. weight w/ cab	31,610 lb (14 340 kg)
Tire ballast	2,646 lb (1 200 kg)

SERVICE CAPACITIES

Fuel tank	92.5 gal (350 L)
Engine oil	2.91 gal (11 L)
Engine coolant	5.02 gal (19 L)
Hydraulic reservoir	19.28 gal (73 L)
Transmission	2.6 qt (2.5 L)
Drive axle	2.6 qt (2.5 L)
Vibration system	7.1 qt (6.7 L)

OTHER SPECIFICATIONS

Steering:	
Pump – gear type	1
Cylinders	2
Angle – left and right	36°
Oscillation angle	12°
Inside turning radius	142.9 in (3 630 mm)
Outside turning radius	183.6 in (4 663 mm)
Vibratory system:	
Hydraulic circuit type	Closed
Variable displacement axial piston type pump	1
Fixed displacement hydraulic motor	1
Vibration modes	2
Vibration	2 eccentric weights circular pattern/continuously adjustable
Frequency:	
Low	1,860 vpm (31 Hz)
High	2,100 vpm (35 Hz)
Amplitude:	
Low	0.043 in (1.1 mm)
High	0.079 in (2.0 mm)
Centrifugal force:	
Low	46,310.6 lb (206 kN)
High	70,814.8 lb (315 kN)
Tires:	
Size	14.9 x 24 8PR
Smooth drum	Diamond or traction tread
Padfoot drum	Traction tread
Tire ballast	Traction tread only

STANDARD EQUIPMENT

OTHER

ROPS and FOPS protection
Hydrostatic drive for both drum and wheels
Steel drum scrapers
Diamond tread tires
Telematics ready
Interwheel differential lock
Articulated chassis
Front and rear tow points
4-point lift and tie-down provision
Fan guard
Backup alarm
Halogen work lights, 2F/2R
Master disconnect switch
Spring applied, hydraulic release parking brake
3 working speeds/1 transport speed
Spin-on fuel, engine oil and hydraulic filters
Electric tilting for engine hood and cab

OPERATOR ENVIRONMENT

Lockable tool box
3 in (76.2 mm) retractable seat belt
Cup holder
Single lever speed/direction control
Emergency stop button
LCD monitor

INSTRUMENT PANEL

Steering wheel spinner knob
Horn

VIBRATION SYSTEM

Auto vibration control
Dual amplitude vibration
Dual frequency vibration

OPTIONAL EQUIPMENT

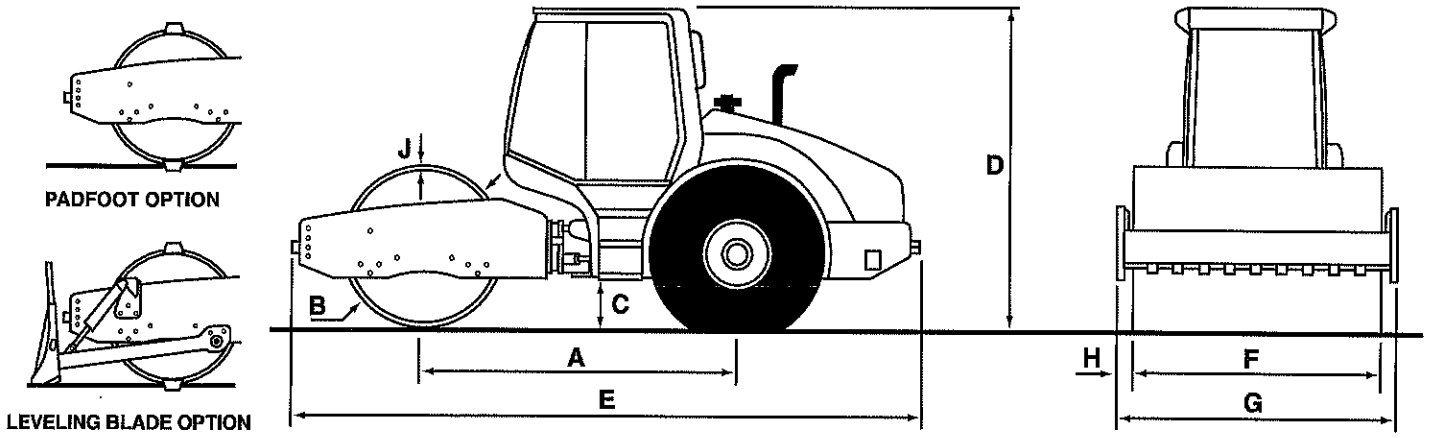
OTHER

Traction Assist Systems:
- Smooth Drum with Automatic Traction Control (ATC)
- Smooth Drum with Automatic Traction Control (ATC), HX Drive propulsion system and Tractor Tires ballasted
- Pad Foot Drum with Automatic Traction Control (ATC) and Tractor Tires ballasted
- Pad Foot Drum with Automatic Traction Control (ATC), HX Drive propulsion system and Tractor Tires ballasted
- Pad Foot Drum with Leveling Blade, Automatic Traction Control (ATC), HX Drive propulsion system and Tractor Tires ballasted

Padfoot shell kit w/ scrapers
Pressurized cab with heat, ventilation, air conditioning and radio ready - antenna and 2 speakers/no radio
Engine filter pre-cleaner
ACI Eco - Analog Compaction Indicator
ACE Force Intelligent Compaction (Cab only)
ACE Force Printer (Cab only)
Extra front work lights (Smooth Drum only)
Traction Tread tires
Tire ballasting
Rotating beacon

TELEMATICS

CASE Sitewatch Telematics - includes hardware and a 3-yr Advanced data subscription



Line drawings are for illustrative purpose only and may not be exact representation of unit.

DIMENSIONS	
A. Wheel base	117.7 in (2 990 mm)
B. Drum diameter	
Smooth drum	59.1 in (1 500 mm)
Padfoot drum	64.6 in (1 640 mm)
C. Ground clearance	17.3 in (440 mm)
D. Overall height	120.9 in (3 070 mm)
E. Overall length	238.2 in (6 050 mm)
F. Drum width	83.9 in (2 130 mm)
G. Overall width	89 in (2 260 mm)
H. Frame extensions	4 in (1 100 mm)
J. Drum thickness	1 in (25 mm)
Overall length w/ blade	267.8 in (6 800 mm)
Overall width w/ blade	17.3 in (2 441 mm)

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Biodiesel Ready — CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

SAFETY™ NEVER HURTS — Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

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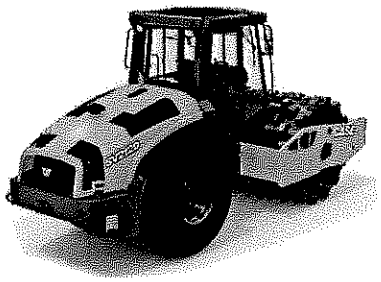
PRELIMINARY

CASE CONSTRUCTION

SV212D

SINGLE DRUM VIBRATORY ROLLER

TIER 4 FINAL



ENGINE

Make	Deutz
Emissions Certification	Tier 4 Final
Model	TCD 4.1
Gross horsepower @ 2200 RPM:	154 hp (115 kW)
Max. torque @ 1500 RPM	460 lbf·ft (624 N·m)

DRIVETRAIN

Drive	Hydrostatic
F/R travel speed range	4
Working speeds	mph (kph)
1st – max.	1.6 (2.5)
2nd – max.	2.2 (3.5)
3rd – max.	3.5 (5.7)
Max. travel speed	7.8 (12.5)
Parking brake	Multi-disc
Emergency brake	Multi-disc
Variable displacement axial piston type wheel drive pump	1
Hydraulic fixed displacement wheel drive motors	2
Drive motor interlock	Yes
Hydraulic variable displacement drum drive motor	1
Gradeability w/o traction assist	55%
Transversal stability - machine in straight line:	33° slope

ELECTRICAL

Voltage	24 Volts
Battery	2 x 61 amp
Alternator	45 amp

OPERATOR ENVIRONMENT

Isolated from chassis by flexible shock absorbers; Handrail; Dual rearview mirrors; Front lighting; Instrument panel anti-vandal guard; Vinyl suspension seat w/ armrests and 3 in (76.2 mm) retractable seat belt; Exceptional front/rear visibility.

OPERATING WEIGHT

Weight - Smooth drum:	
Operating weight w/o cab	25,510 lb (11 570 kg)
Max. weight w/ cab	34,020 lb (15 430 kg)
Drum weight	11,352 lb (5 149 kg)
Static linear load	187 lb/in (33.4 kg/cm)
Tire ballast	2,646 lb (1 200 kg)
Weight - Padfoot drum:	
Operating weight w/o cab	26,850 lb (12 180 kg)
Max. weight w/ cab	31,610 lb (14 340 kg)
Tire ballast	2,646 lb (1 200 kg)

SERVICE CAPACITIES

Fuel tank	92.5 gal (350 L)
Engine oil	2.91 gal (11 L)
Engine coolant	5.02 gal (19 L)
Hydraulic reservoir	19.28 gal (73 L)
Transmission	2.6 qt (2.5 L)
Drive axle	2.6 qt (2.5 L)
Vibration system	7.1 qt (6.7 L)

OTHER SPECIFICATIONS

Steering:	
Pump – gear type	1
Cylinders	2
Angle – left and right	36°
Oscillation angle	12°
Inside turning radius	142.9 in (3 630 mm)
Outside turning radius	183.6 in (4 663 mm)
Vibratory system:	
Hydraulic circuit type	Closed
Variable displacement axial piston type pump	1
Fixed displacement hydraulic motor	1
Vibration modes	2
Vibration	2 eccentric weights circular pattern/continuously adjustable
Frequency:	
Low	1,860 vpm (31 Hz)
High	2,100 vpm (35 Hz)
Amplitude:	
Low	0.043 in (1.1 mm)
High	0.079 in (2.0 mm)
Centrifugal force:	
Low	46,310.6 lb (206 kN)
High	70,814.8 lb (315 kN)
Tires:	
Size	14.9 x 24 8PR
Smooth drum	Diamond or traction tread
Padfoot drum	Traction tread
Tire ballast	Traction tread only

STANDARD EQUIPMENT

OTHER

ROPS and FOPS protection
Hydrostatic drive for both drum and wheels
Steel drum scrapers
Diamond tread tires
Telematics ready
Interwheel differential lock
Articulated chassis
Front and rear tow points
4-point lift and tie-down provision
Fan guard
Backup alarm
Halogen work lights, 2F/2R
Master disconnect switch
Spring applied, hydraulic release parking brake
3 working speeds/1 transport speed
Spin-on fuel, engine oil and hydraulic filters
Electric tilting for engine hood and cab

OPERATOR ENVIRONMENT

Lockable tool box
3 in (76.2 mm) retractable seat belt
Cup holder
Single lever speed/direction control
Emergency stop button
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Steering wheel spinner knob
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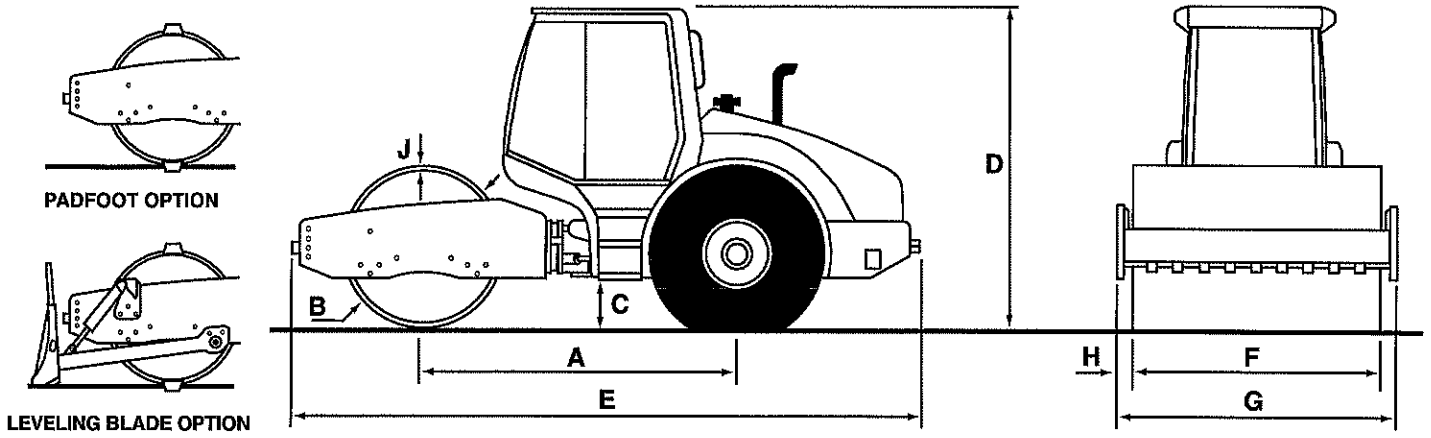
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Biodiesel Ready

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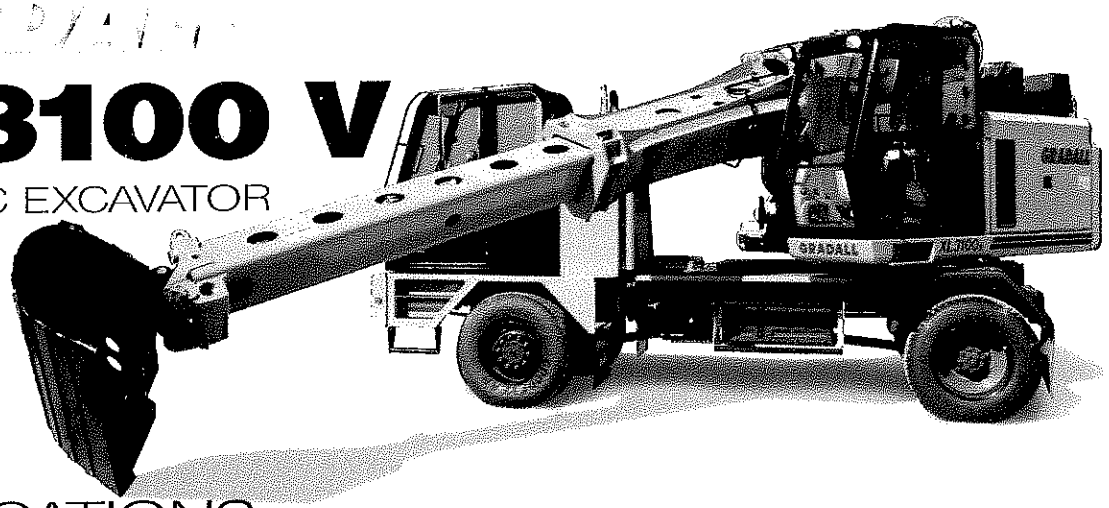
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Form No. CCE201705SV212D

GRADALL®

XL 3100 V

HYDRAULIC EXCAVATOR



SPECIFICATIONS

Undercarriage

4 x 2 or 4 x 4
Wheelbase: 160" (4.06 m)
Width 102" (2.6 m)

Frame:
48" (1.2 m) wide, welded plate design
65 ksi material.

Gross Vehicle Axle Weight Rating:
4 x 2 41,250 lb (18,711 kg)
4 x 4 44,250 lb (20,071 kg)

Front Axles:
4 x 2: Meritor Model MFS-16-122A, 16,000 lb (7,257 kg) rating.

4 x 4: Meritor Model MX19-145, 19,000 lb (8,618 kg) rating, 7.17 ratio.

Rear Axle:
Meritor Model RS25-160, 25,250 lb (11,453 kg) rating. 7.17 ratio, single reduction with driver controlled differential lock.

Suspension:
Front: 8 leaf spring with automatic lock-out cylinders.
Rear: Solid mount.

Brakes:
4 x 2 Front: Meritor "Q" Series Cam-Master
Size: 16.5" x 5" (419 mm x 152 mm)
Automatic Slack Adjusters.

4 x 4 Front: Meritor "Q" Series Cam-Master
Size: 16.5" x 6" (419 mm x 127 mm)
Automatic Slack Adjusters.

4 x 4 Rear and 4 x 2 Rear: Meritor "P" Series Cam-Master
Size: 16.5" x 7" (419 mm x 178 mm)
Automatic Slack Adjusters.

Spring brake system incorporates emergency and parking brakes on the rear axle.

Wheels:
Hub piloted disc 10-stud, 11.25" (286 mm) bolt circle.

Tires:
4 x 4 front: 425/65R22.5 LR (L) on/off highway traction tread

4 x 2 front: 385/65R22.5 LR (J) on/off highway tread

4 x 2 and 4 x 4 rear: 11R24.5 LR (H) on/off highway traction tread

Steering:
Ross, integral hydraulic power steering. Gear type power steering pump. 4-quart power steering reservoir with filter and 10 Micron pre-filter.

Standard Chassis Equipment:
Halogen headlights, tail lights, back-up lights and alarm, stoplights, identification lights front and rear, directional lights, 4-way hazard lights, work lights and instrument panel lights. Windshield wiper/washer, West Coast style mirror system with plane and convex mirrors, front and rear tow hooks, desiccant type air dryer with automatic purge valve and thermostatically controlled heater.

Hydraulic System

PUMPS
One load-sensing axial piston pump; 8-55 GPM (30-208 L/min) total.

One gear pump (pilot and steering) 15gpm (57 L/min.)

SYSTEM SPECIFICATIONS

Four Double Acting Cylinders:

- 2 hoist cylinders: 3.5" x 2.56" rod x 31" stroke (89 mm x 65 mm x 787 mm)
- 1 tool cylinder: 4.25" bore x 3.0" rod x 25.9" stroke (108 mm x 76 mm x 658 mm)
- 1 telescope: 3.5" ID x 2.559" rod x 11' stroke (89 mm x 65 mm x 3.34 m)

Three Hydraulic Motors:
Swing, 51 Hp (38kW); tilt, 21 Hp (16kW); remote drive, 110 Hp (82kW) total.

Operating Pressures:

Hoist	4,800	psi (331 BAR)
Tilt	2,500	psi (172 BAR)
Swing	3,000	psi (206 BAR)
Tool	4,800	psi (331 BAR)
Telescope	4,800	psi (331 BAR)
Remote Propel	4,800	psi (331 BAR)
Pilot system	550	psi (38 BAR)

Oil Capacity:
Reservoir 50 gallons (189 L), system 65 gallons (246 L). Pressurized reservoir with visual oil level gauge.

Filtration System:
5 micron return filter with magnet. 10 micron pilot filter.

Plate - Fin/Fin oil cooler with thermostatically controlled cooling fan.

Pressure-compensated, load-sensing valves with circuit reliefs in all circuits.

Chassis Cab

One-person cab, left-hand mount, isolated from frame on rubber mounts. Acoustical lining. Sun visor. Gauges for oil pressure, coolant temperature, air tank pressures, fuel level, DEF level, voltmeter, speedometer with odometer, tachometer, hour meter. Engine and transmission monitor lights. Engine shutdown controlled by engine electronics. Indicator lights and controls for front axle engagement (4 x 4 only) and rear axle differential lock. Park brake control. Tinted safety glass. Sliding side windows. Fresh air heater and defroster. Dome light. Air suspension seat with seat belt. Vent in door.

Upperstructure Cab

All-weather cab isolated from frame on rubber mounts. Tinted safety glass windows, skylight, acoustical lining, four-way adjustable operator's seat, dome light, filtered air heater and defroster. AM/FM Radio, air conditioning, work light package.

The heat source is provided by a fast response, closed circuit hydraulic heater with 20,000 BTU/Hr. capacity.

Front window slides to overhead storage. Rearview mirrors on right and left sides of the machine. Windshield wiper and washer.

Upperstructure Controls

Upperstructure powered by chassis hydraulics through hydraulic motor and transfer case. Travel and steering pedals in upperstructure cab. Digging brakes and front axle lockout cylinders set automatically with travel pedal in neutral. Parking brakes controlled by toggle. Electrically operated alarm mounted on undercarriage signal remote control movement in either direction, reverse movement when driven from undercarriage cab.

Engine

Volvo TAD572VE Tier 4f 5.1L diesel with Selective Catalytic Reduction and cooled EGR technology. 4 cycle, inline 4 cylinder, liquid cooled. Turbo charge air aftercooled. Off-road certified, electronically controlled, Grid heater. Vertical canister style lube filter attached to engine. Vertical canister style main fuel filter attached to engine. Volvo remote mount vertical style fuel/water separator with water in fuel indicator, alarm and manual feed pump.

Gross Rating: 215 hp @ 2300 RPM. 660 ft lb torque @ 1200-1700 RPM.

Net Rating: 198 hp @ 2300 RPM.

Air Filter: 2-stage Donaldson PSD PowerCore with high efficiency pre-cleaner, vacuator value and remote service indicator.

Electrical System: 24 volt, 110 amp alternator with integral voltage regulator. 2 SAE #C31-S 1000 CCA batteries.

Chassis Cooling Package: Consists of three aluminum bar-plate type coolers stacked vertically: an air-air charge air cooler, radiator and a transmission cooler. All three coolers are backed by a molded fan shroud, engine mounted fan ring and 26.8" nine-blade fan driven by a Volvo electronically controlled variable speed fan drive.

Fuel Tank Capacity: 100 gal (378 L)

Urea Tank Capacity: 11.9 gal (45L)

Transmission: Allison 3500 RDS 6-speed automatic.

Gear Speeds: (with 11R24.5 tires)

Gear	1	2	3	4	5	6
MPH	6.5	15.5	22.7	34.9	46.6	60.0
Km/hr	(10.4)	(25.0)	(36.5)	(56.1)	(75.0)	(96.6)

Gear	REV
MPH	6.3
Km/hr	(10.1)

Drivelines: Spicer 1710 Series with "Half Round" yokes.

Transfer Case: (4 x 2) Cushman Model 479-1, 1:1 Ratio, Pneumatic engage for Remote Propel.

(4 x 4) Cushman Model 479A-1, 1:1 Ratio, Pneumatic engage for Remote Propel and Front Drive.

Swing

Priority swing circuit with axial piston motor. Planetary transmission.

Swing speed: 8 RPM.

Swing brake: Automatic spring-set/hydraulic release wet disc parking brake. Dynamic braking is provided by the hydraulic system.

Upperstructure Controls

Two electronic joysticks (hoist and bucket, telescope and swing), one rocker switch (tilt) control. Joysticks are mounted on arm pods that are adjustable for individual operator comfort and convenience. Quick change joystick pattern switch located on instrument panel.

Two foot pedals for remote control of undercarriage steering, travel and digging brakes.

Joysticks and pedals are self-centering; when controls are released, power for movement disengages and swing and travel brakes set automatically.

Engine Controls

Key ignition switch with neutral start and indicator lights for low air, engine status, park brake, travel status, hydraulic fluid temperature and level.

Automatic engine shutdown occurs with low oil pressure, derate/shutdown for oil temperature, coolant temperature, coolant level, ERD temperature, change air temperature, change air pressure and derate for SCR temperature.

GRADALL Model XL 3100 V Lift Capacity Over Side or Rear - LB. (KG.)

LOAD POINT HEIGHT		LOAD RADIUS										
		10' 0" (3.0 m)		15' 0" (4.6 m)		20' 0" (6.1 m)		25' 0" (7.6 m)		Maximum radius		
		Over End	Over Side	Over End	Over Side	Over End	Over Side	Over End	Over Side		Over End	Over Side
ABOVE GROUND LEVEL	20' 0" (6.1 m)									20' 2" (6.1 m)	3625 (1645)	3625 (1645)
	15' 0" (4.6 m)			6475 (2935)	6475 (2935)	4320 (1960)	4320 (1960)			22' 8" (6.9 m)	3545 (1610)	3545 (1610)
	10' 0" (3.0 m)			7655 (3470)	7655 (3470)	4890 (2220)	4890 (2220)			24' 0" (7.3 m)	3560 (1615)	3560 (1615)
	BOOM LEVEL 8' 6" (2.6 m)			7840 (3555)	7840 (3555)	4975 (2255)	4975 (2255)			24' 2" (7.4 m)	3575 (1620)	3575 (1620)
	5' 0" (1.5 m)			7870 (3570)	7870 (3570)	5050 (2290)	5050 (2290)			24' 2" (7.4 m)	3625 (1645)	3625 (1645)
AT GROUND LEVEL				6840 (3105)	6840 (3105)	4710 (2135)	4710 (2135)			23' 3" (7.1 m)	3720 (1685)	3720 (1685)
BELOW GROUND LEVEL	5' 0" (1.5 m)	5920 (2685)	5920 (2685)	5920 (2685)	5920 (2685)	4030 (1830)	4030 (1830)			21' 0" (6.4 m)	3785 (1715)	3785 (1715)
	15' 0" (4.6 m)	3590 (1630)	3590 (1630)	3860 (1750)	3860 (1750)					16' 11" (5.1 m)	3665 (1660)	3665 (1660)
	10' 0" (3.0 m)									9' 9" (3 m)	2155 (975)	2155 (975)

NOTE: The above loads are in compliance with the SAE standard J1097 DEC2005. They do not exceed 87% of hydraulic lifting capacity or 75% of tipping capacity.

The rated lift capacity is based on the machine being equipped with 6,000 lb (2720 kg) counterweight, standard boom, standard tires, no auxiliary hydraulics and no bucket.

Adjust the listed rated capacities by subtracting the value listed for bucket/attachment used:

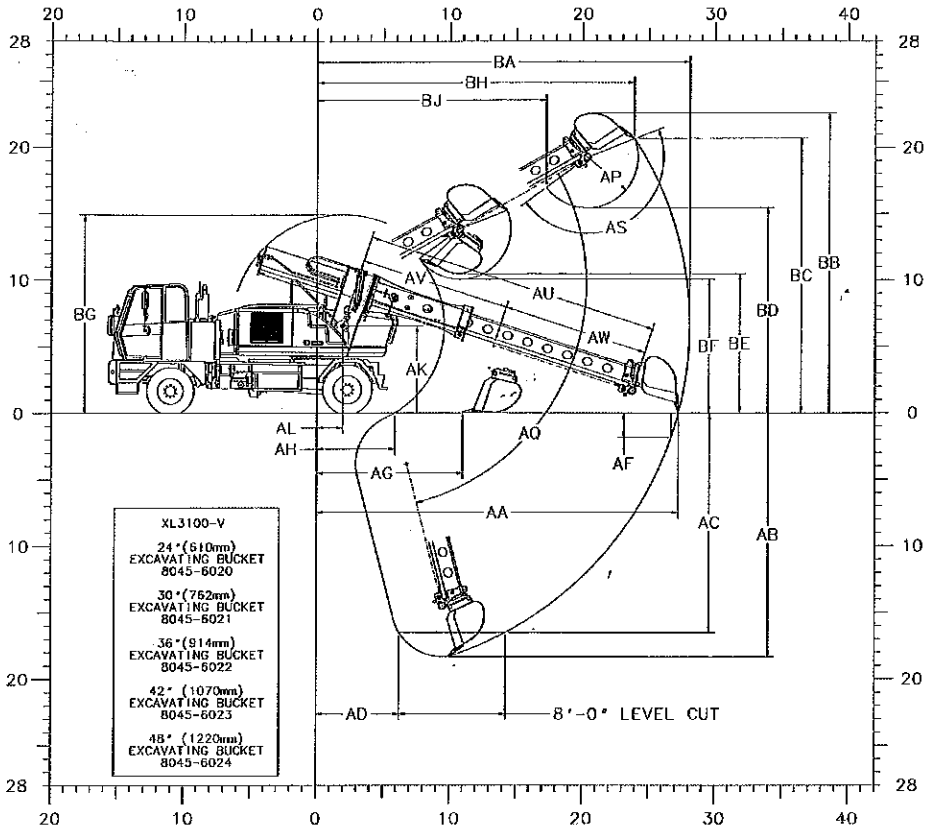
8065-6007 60" (1.5 m)	Ditching-	807 lbs (366 kg)
8065-6006 66" (1.7 m)	Ditching-	892 lbs (405 kg)
8065-6002 72" (1.8 m)	Ditching-	944 lbs (428 kg)
8045-6020 24" (610 mm)	Excavating-	603 lbs (274 kg)
8045-6021 30" (762 mm)	Excavating-	660 lbs (300 kg)
8045-6022 36" (914 mm)	Excavating-	741 lbs (336 kg)
8045-6023 42" (1.1 m)	Excavating-	841 lbs (382 kg)
8045-6024 48" (1.2 m)	Excavating-	957 lbs (434 kg)
8065-6013 72" (1.8 m)	Dredging-	1114 lbs (505 kg)
8065-6102 40" (1.0 m)	Pavement-	1262 lbs (573 kg)
8065-6024 8" (2.4 m)	Blade-	630 lbs (285 kg)
8065-6009 Single Tooth	Ripper-	557 lbs (253 kg)

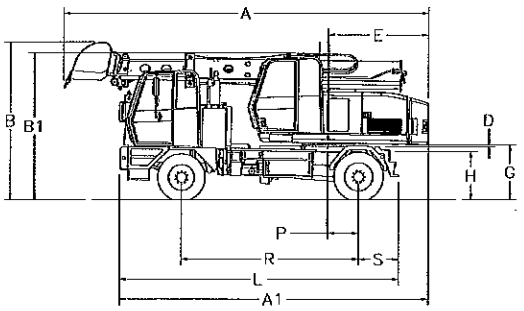
NOTE: Bucket adjustment values are 87% of the actual bucket weights.

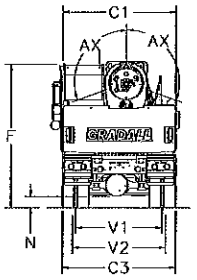
The load point is located on the bucket pivot point, including load listed for maximum radius.

Do not attempt to lift or hold any load greater than these rated values at specified load radii and heights. The weight of slings and any auxiliary devices must be deducted from the rated load to determine the net load that may be lifted.

ATTENTION: All rated loads are based on the machine being stationary and level on a firm supporting surface. For safe working loads, the user must make allowance for his particular job conditions such as soft or uneven ground, out of level conditions, side loads, hazardous conditions, experience of personnel, etc. The operator and other personnel must fully acquaint themselves with the Operator's Manual furnished by the manufacturer before operating this machine. Rules for safe operation of equipment must be adhered to at all times.







Shown with 8035-6006 48" (1.2 m) excavating bucket

	4 x 2	4 x 4	
A	27' 6" (8.4)	27 '6" (8.4)	Overall length (boom in rack) with bucket
A1	23' 3" (7.1)	23' 3" (7.1)	Overall length (boom in rack) without bucket
B	11' 11" (3.6)	12' 3" (3.7)	Overall height (boom in rack) with bucket
B1	11' 1" (3.4)	11' 5" (3.5)	Overall height (boom in rack) without bucket
C1	8' 6" (2.6)	8' 6" (2.6)	Width of upper structure
C3	8' 6" (2.6)	8' 6" (2.6)	Width of undercarriage
D	2" (45 mm)	2" (45 mm)	Minimum clearance, upperstructure to undercarriage
E	7' 6" (2.3)	7' 6" (2.3)	Swing clearance, rear of upperstructure
F	10' 10" (3.3)	11' 1" (3.4)	Top of cab to ground line
G	50" (1.3)	54" (1.4)	Clearance, upperstructure to ground line
H	44" (1.1)	47" (1.2)	Top of wheel mounted undercarriage frame to ground line
L	21' 0" (6.4)	21' 0" (6.4)	Overall length of undercarriage
N	10" (254 mm)	10" (254 mm)	Ground clearance (per SAE J1234)
P	28" (701 mm)	28" (701 mm)	Center of rear axle to axis of rotation
R	13' 4" (4.1)	13' 4" (4.1)	Wheel base
S	36" (916 mm)	36" (916 mm)	Center of rear axle to rear of frame (step)
V1	6' 6" (2.0)	6' 6" (2.0)	Tread, rear axles 4 x 4 (10:00 x 20 tires), 4 x 2 (Spoke Wheels)
V2	7' 0" (2.1)	7' 0" (2.1)	Tread, front axle 4 x 4 (15:00 x 22.5 tires), 4 x 2 (Spoke Wheels)
AA	27' 3" (8.3)	27' 2" (8.3)	Maximum radius at ground line (165° pivot)
AB	18' 4" (5.6)	18' 1" (5.5)	Maximum digging depth (165° pivot)
AC	16' 6" (5.0)	16' 3" (4.9)	Maximum depth for 8' level cut
AD	6' 3" (1.9)	6' 3" (1.9)	Maximum radius of 8' level cut at depth "AC"
AF	1' 10" (0.6)	1' 10" (0.6)	Maximum depth of vertical wall which can be excavated
AG	11' 0" (3.3)	10' 11" (3.3)	Minimum level cut radius with bucket flat on ground line
AH	5' 11" (1.8)	5' 4" (1.6)	Minimum radius at ground line
AK	6' 6" (2.0)	6' 10" (2.1)	Boom pivot to ground line

	4 x 2	4 x 4	
AL	23" (596 mm)	23" (596 mm)	Boom pivot to axis of rotation
AP	46" (1.2)	46" (1.2)	Bucket tooth radius
AQ	30° Up & 75° Down	30° Up & 75° Down	Boom pivot angle
AS	165°	165°	Bucket pivot angle
AU	22' 3" (6.8)	22' 3" (6.8)	Maximum telescoping boom length (boom pivot to bucket pivot)
AV	11' 3" (3.4)	11' 3" (3.4)	Minimum telescoping boom length (boom pivot to bucket pivot)
AW	11' 0" (3.4)	11' 0" (3.4)	Telescoping boom travel
AX	110°	110°	Bucket tilt angle (both sides of center)
BA	28' 1" (8.6)	28' 1" (8.6)	Maximum radius of working equipment
BB	22' 7" (6.9)	22' 11" (7.0)	Minimum clearance of bucket teeth, with bucket pivot at maximum height
BC	20' 8" (6.3)	21' 0" (6.4)	Maximum bucket tooth height
BD	15' 5" (4.7)	15' 9" (4.8)	Minimum clearance of bucket teeth, with bucket pivot at maximum height
BE	10' 5" (3.2)	10' 9" (3.3)	Minimum clearance of fully curled bucket at maximum boom height
BF	10' 1" (3.1)	10' 4" (3.2)	Minimum clearance of bucket teeth at maximum boom height
BG	14' 11" (4.5)	15' 2" (4.6)	Maximum height of working equipment with bucket below ground line
BH	23' 11" (7.3)	23' 11" (7.3)	Radius of bucket teeth at maximum height
BJ	17' 3" (5.3)	17' 3" (5.3)	Minimum radius of bucket teeth at maximum bucket pivot height

Rated boom force: 21,940 lb (97.6kN)

Rated bucket breakout force: 17,990 lb (80kN)

Weight: Approximate working weight, including 30" (762 mm) bucket, fuel tank half full.
4 x 2: 40,930 lb (18,566 kg)
4 x 4: 41,720 lb (18,924 kg)

Specifications subject to change without notice.
Metric units are meters (m) unless noted.
Machines shown may have optional equipment.

Optional Equipment

Vandalism protection kit including window covers.

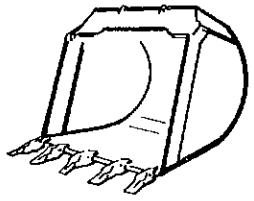
Strobe light.

ROPS protective cab (upper cab only)

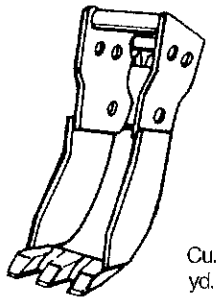
Auxiliary Hydraulics - Additional hosing and piping for hydraulic powered attachments. [Maximum pressure 4800 psi (33,095 kPa) Maximum flow 30 GPM (114 L/min)]

Attachments

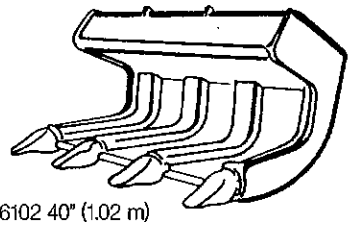
Quick change and reversible buckets fabricated of steel plate, with high strength, low alloy cutting edges and wear strips. Standard attachments available for wide range of applications. Capacities shown are in heaped cu. yd.



	Cu. yd.	m^3
8045-6020 24" (610 mm) Excavating bucket	3/8	0.31
8045-6021 30" (762 mm) Excavating bucket	1/2	0.41
8045-6022 36" (914 mm) Excavating bucket	5/8	0.54
8045-6023 42" (1.07 m) Excavating bucket	3/4	0.64
8045-6024 48" (1.22 m) Excavating bucket	1	0.76



	Cu. yd.	m^3
8065-6104 15" (381 mm) Trenching bucket	1/5	0.15
8065-6012 21" (533 mm) Trenching bucket	1/4	0.19

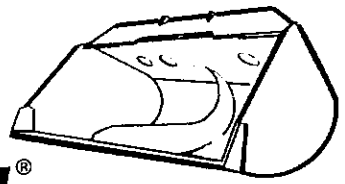


8065-6102 40" (1.02 m) Pavement removal bucket

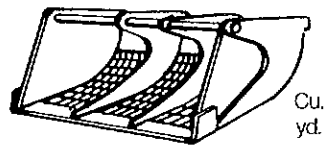
8065-6115 18" (0.457 m) Pavement removal bucket

8065-6116 24" (0.610 m) Pavement removal bucket

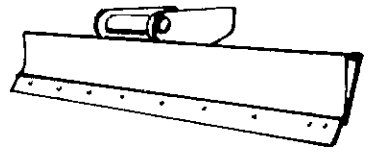
8065-611 28" (0.711 m) Pavement removal bucket



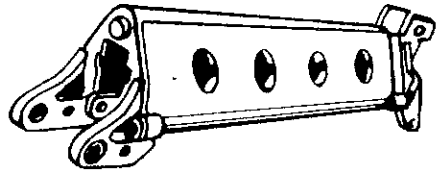
	Cu. yd.	m^3
8065-6040 30" (0.762 m) Ditching bucket	3/8	0.3
8065-600 60" (1.52 m) Ditching bucket	7/8	0.73
8065-6006 66" (1.68 m) Ditching bucket	1	0.76
8065-6002 72" (1.83 m) Ditching bucket	1 1/8	0.87



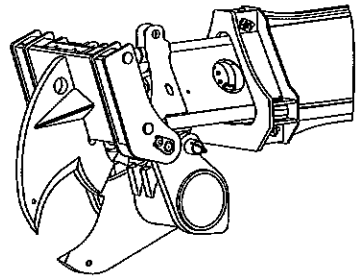
	Cu. yd.	m^3
8065-6013 72" (1.83 m) Dredging bucket	1 1/8	0.87



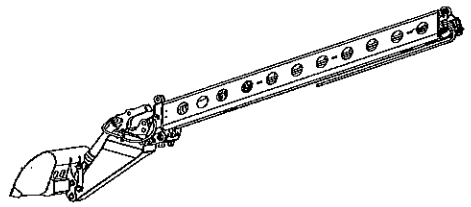
8065-6024 8' (2.4 m) Grading blade



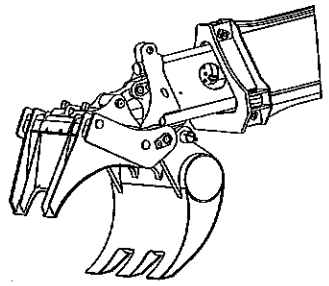
8065-5028 4' (1.2 m) Boom extension



8045-5052 Tree limb shear attachment



8045-5009 6' (1.8 m) Live boom



8075-5023 Fixed thumb grapple

It is Gradall Policy to continually improve its products. Therefore designs, materials and specifications are subject to change without notice and without incurring any liability on units already sold. Units shown may have optional equipment.

GRADALL®

406 Mill Ave. SW, New Philadelphia, Ohio 44663
Phone: 330-339-2211 Fax: 330-339-8468
www.Gradall.com

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ALAMO GROUP

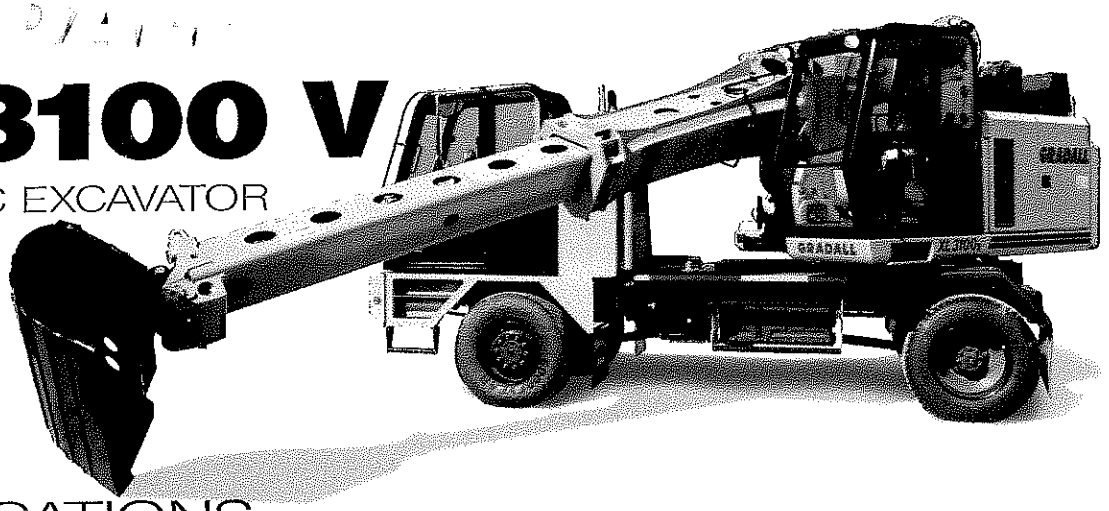
GRADALL INDUSTRIES, INC.
Where Ingenuity Works

Form No. 11702 2/17
Printed in USA

GRADALL®

XL 3100 V

HYDRAULIC EXCAVATOR



SPECIFICATIONS

Undercarriage

4 x 2 or 4 x 4
Wheelbase: 160" (4.06 m)
Width 102" (2.6 m)

Frame:
48" (1.2 m) wide, welded plate design
65 ksi material.

Gross Vehicle Axle Weight Rating:
4 x 2 41,250 lb (18,711 kg)
4 x 4 44,250 lb (20,071 kg)

Front Axles:
4 x 2: Meritor Model MFS-16-122A, 16,000 lb (7,257 kg) rating.

4 x 4: Meritor Model MX19-145, 19,000 lb (8,618 kg) rating, 7.17 ratio.

Rear Axle:
Meritor Model RS25-160, 25,250 lb (11,453 kg) rating. 7.17 ratio, single reduction with driver controlled differential lock.

Suspension:
Front: 8 leaf spring with automatic lock-out cylinders.
Rear: Solid mount.

Brakes:
4 x 2 Front: Meritor "Q" Series Cam-Master
Size: 16.5" x 5" (419 mm x 152 mm)
Automatic Slack Adjusters.

4 x 4 Front: Meritor "Q" Series Cam-Master
Size: 16.5" x 6" (419 mm x 127 mm)
Automatic Slack Adjusters.

4 x 4 Rear and 4 x 2 Rear: Meritor "P" Series Cam-Master
Size: 16.5" x 7" (419 mm x 178 mm)
Automatic Slack Adjusters.

Spring brake system incorporates emergency and parking brakes on the rear axle.

Wheels:
Hub piloted disc 10-stud, 11.25" (286 mm) bolt circle.

Tires:
4 x 4 front: 425/65R22.5 LR (L) on/off highway traction tread

4 x 2 front: 385/65R22.5 LR (J) on/off highway tread

4 x 2 and 4 x 4 rear: 11R24.5 LR (H) on/off highway traction tread

Steering:
Ross, integral hydraulic power steering. Gear type power steering pump. 4-quart power steering reservoir with filter and 10 Micron pre-filter.

Standard Chassis Equipment:
Halogen headlights, tail lights, back-up lights and alarm, stoplights, identification lights front and rear, directional lights, 4-way hazard lights, work lights and instrument panel lights. Windshield wiper/washer, West Coast style mirror system with plane and convex mirrors, front and rear tow hooks, desiccant type air dryer with automatic purge valve and thermostatically controlled heater.

Hydraulic System

PUMPS
One load-sensing axial piston pump; 8-55 GPM (30-208 L/min) total.

One gear pump (pilot and steering) 15gpm (57 L/min.)

SYSTEM SPECIFICATIONS

Four Double Acting Cylinders:

- 2 hoist cylinders: 3.5" x 2.56" rod x 31" stroke (89 mm x 65 mm x 787 mm)
- 1 tool cylinder: 4.25" bore x 3.0" rod x 25.9" stroke (108 mm x 76 mm x 658 mm)
- 1 telescope: 3.5" ID x 2.559" rod x 11' stroke (89 mm x 65 mm x 3.34 m)

Three Hydraulic Motors:
Swing, 51 Hp (38kW); tilt, 21 Hp (16kW); remote drive, 110 Hp (82kW) total.

Operating Pressures:

Hoist	4,800	psi (331 BAR)
Tilt	2,500	psi (172 BAR)
Swing	3,000	psi (206 BAR)
Tool	4,800	psi (331 BAR)
Telescope	4,800	psi (331 BAR)
Remote Propel	4,800	psi (331 BAR)
Pilot system	550	psi (38 BAR)

Oil Capacity:
Reservoir 50 gallons (189 L), system 65 gallons (246 L). Pressurized reservoir with visual oil level gauge.

Filtration System:
5 micron return filter with magnet. 10 micron pilot filter.

Plate - Fin/Fin oil cooler with thermostatically controlled cooling fan.

Pressure-compensated, load-sensing valves with circuit reliefs in all circuits.

Chassis Cab

One-person cab, left-hand mount, isolated from frame on rubber mounts. Acoustical lining. Sun visor. Gauges for oil pressure, coolant temperature, air tank pressures, fuel level, DEF level, voltmeter, speedometer with odometer, tachometer, hour meter. Engine and transmission monitor lights. Engine shutdown controlled by engine electronics. Indicator lights and controls for front axle engagement (4 x 4 only) and rear axle differential lock. Park brake control. Tinted safety glass. Sliding side windows. Fresh air heater and defroster. Dome light. Air suspension seat with seat belt. Vent in door.

Upperstructure Cab

All-weather cab isolated from frame on rubber mounts. Tinted safety glass windows, skylight, acoustical lining, four-way adjustable operator's seat, dome light, filtered air heater and defroster. AM/FM Radio, air conditioning, work light package.

The heat source is provided by a fast response, closed circuit hydraulic heater with 20,000 BTU/Hr. capacity.

Front window slides to overhead storage. Rearview mirrors on right and left sides of the machine. Windshield wiper and washer.

Upperstructure Controls

Upperstructure powered by chassis hydraulics through hydraulic motor and transfer case. Travel and steering pedals in upperstructure cab. Digging brakes and front axle lockout cylinders set automatically with travel pedal in neutral. Parking brakes controlled by toggle. Electrically operated alarm mounted on undercarriage signal remote control movement in either direction, reverse movement when driven from undercarriage cab.

Engine

Volvo TAD572VE Tier 4f 5.1L diesel with Selective Catalytic Reduction and cooled EGR technology. 4 cycle, inline 4 cylinder, liquid cooled. Turbo charge air aftercooled. Off-road certified, electronically controlled, Grid heater. Vertical canister style lube filter attached to engine. Vertical canister style main fuel filter attached to engine. Volvo remote mount vertical style fuel/water separator with water in fuel indicator, alarm and manual feed pump.

Gross Rating: 215 hp @ 2300 RPM. 660 ft lb torque @ 1200-1700 RPM.

Net Rating: 198 hp @ 2300 RPM.

Air Filter: 2-stage Donaldson PSD PowerCore with high efficiency pre-cleaner, vacuator value and remote service indicator.

Electrical System: 24 volt, 110 amp alternator with integral voltage regulator. 2 SAE #C31-S 1000 CCA batteries.

Chassis Cooling Package: Consists of three aluminum bar-plate type coolers stacked vertically: an air-air charge air cooler, radiator and a transmission cooler. All three coolers are backed by a molded fan shroud, engine mounted fan ring and 26.8" nine-blade fan driven by a Volvo electronically controlled variable speed fan drive.

Fuel Tank Capacity: 100 gal (378 L)

Urea Tank Capacity: 11.9 gal (45L)

Transmission: Allison 3500 RDS 6-speed automatic.

Gear Speeds: (with 11R24.5 tires)

Gear	1	2	3	4	5	6
MPH	6.5	15.5	22.7	34.9	46.6	60.0
Km/hr	(10.4)	(25.0)	(36.5)	(56.1)	(75.0)	(96.6)

Gear	REV
MPH	6.3
Km/hr	(10.1)

Drivelines: Spicer 1710 Series with "Half Round" yokes.

Transfer Case: (4 x 2) Cushman Model 479-1, 1:1 Ratio, Pneumatic engage for Remote Propel.

(4 x 4) Cushman Model 479A-1, 1:1 Ratio, Pneumatic engage for Remote Propel and Front Drive.

Swing

Priority swing circuit with axial piston motor. Planetary transmission.

Swing speed: 8 RPM.

Swing brake: Automatic spring-set/hydraulic release wet disc parking brake. Dynamic braking is provided by the hydraulic system.

Upperstructure Controls

Two electronic joysticks (hoist and bucket, telescope and swing), one rocker switch (tilt) control. Joysticks are mounted on arm pods that are adjustable for individual operator comfort and convenience. Quick change joystick pattern switch located on instrument panel.

Two foot pedals for remote control of undercarriage steering, travel and digging brakes.

Joysticks and pedals are self-centering; when controls are released, power for movement disengages and swing and travel brakes set automatically.

Engine Controls
Key ignition switch with neutral start and indicator lights for low air, engine status, park brake, travel status, hydraulic fluid temperature and level.

Automatic engine shutdown occurs with low oil pressure, derate/shutdown for oil temperature, coolant temperature, coolant level, ERD temperature, change air temperature, change air pressure and derate for SCR temperature.

GRADALL Model XL 3100 V Lift Capacity Over Side or Rear - LB. (KG.)

LOAD POINT HEIGHT		LOAD RADIUS										
		10' 0" (3.0 m)		15' 0" (4.6 m)		20' 0" (6.1 m)		25' 0" (7.6 m)		Maximum radius		
		Over End	Over Side	Over End	Over Side	Over End	Over Side	Over End	Over Side		Over End	Over Side
ABOVE GROUND LEVEL	20' 0" (6.1 m)									20' 2" (6.1 m)	3625 (1645)	3625 (1645)
	15' 0" (4.6 m)			6475 (2935)	6475 (2935)	4320 (1960)	4320 (1960)			22' 8" (6.9 m)	3545 (1610)	3545 (1610)
	10' 0" (3.0 m)			7655 (3470)	7655 (3470)	4890 (2220)	4890 (2220)			24' 0" (7.3 m)	3560 (1615)	3560 (1615)
	BOOM LEVEL 8' 6" (2.6 m)			7840 (3555)	7840 (3555)	4975 (2255)	4975 (2255)			24' 2" (7.4 m)	3575 (1620)	3575 (1620)
	5' 0" (1.5 m)			7870 (3570)	7870 (3570)	5050 (2290)	5050 (2290)			24' 2" (7.4 m)	3625 (1645)	3625 (1645)
AT GROUND LEVEL				6840 (3105)	6840 (3105)	4710 (2135)	4710 (2135)			23' 3" (7.1 m)	3720 (1685)	3720 (1685)
BELOW GROUND LEVEL	5' 0" (1.5 m)	5920 (2685)	5920 (2685)	5920 (2685)	5920 (2685)	4030 (1830)	4030 (1830)			21' 0" (6.4 m)	3785 (1715)	3785 (1715)
	15' 0" (4.6 m)	3590 (1630)	3590 (1630)	3860 (1750)	3860 (1750)					16' 11" (5.1 m)	3665 (1660)	3665 (1660)
	10' 0" (3.0 m)									9' 9" (3 m)	2155 (975)	2155 (975)

NOTE: The above loads are in compliance with the SAE standard J1097 DEC2005. They do not exceed 87% of hydraulic lifting capacity or 75% of tipping capacity.

The rated lift capacity is based on the machine being equipped with 6,000 lb (2720 kg) counterweight, standard boom, standard tires, no auxiliary hydraulics and no bucket.

Adjust the listed rated capacities by subtracting the value listed for bucket/attachment used:

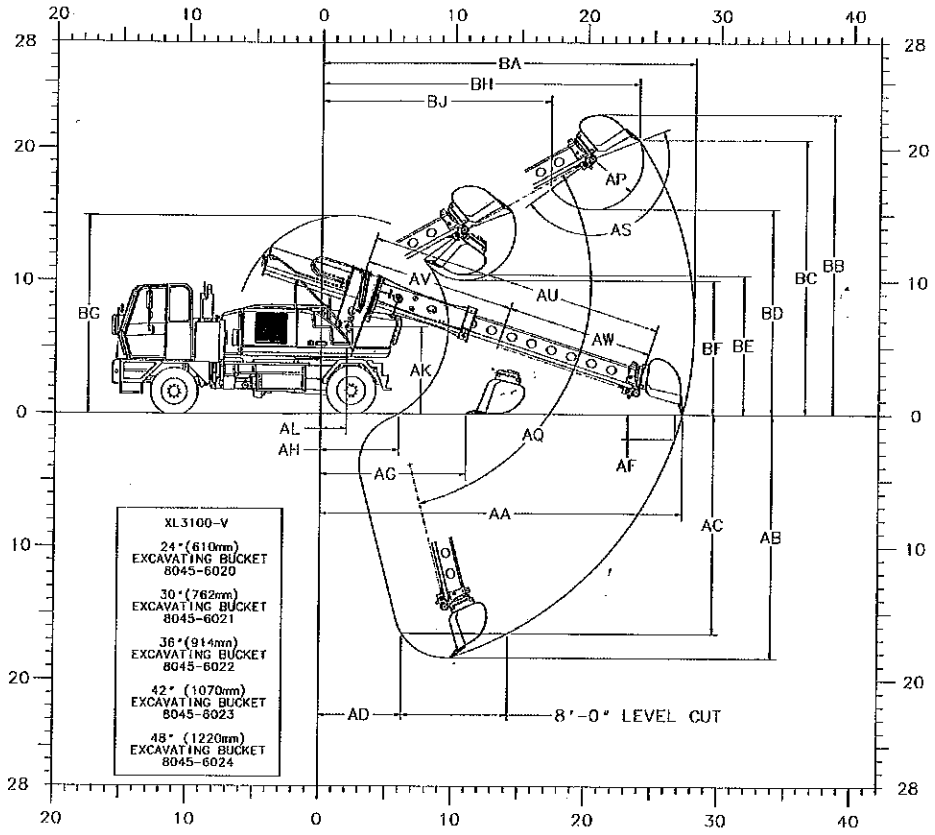
8065-6007 60" (1.5 m)	Ditching-	807 lbs (366 kg)
8065-6006 66" (1.7 m)	Ditching-	892 lbs (405 kg)
8065-6002 72" (1.8 m)	Ditching-	944 lbs (428 kg)
8045-6020 24" (610 mm)	Excavating-	603 lbs (274 kg)
8045-6021 30" (762 mm)	Excavating-	660 lbs (300 kg)
8045-6022 36" (914 mm)	Excavating-	741 lbs (336 kg)
8045-6023 42" (1.1 m)	Excavating-	841 lbs (382 kg)
8045-6024 48" (1.2 m)	Excavating-	957 lbs (434 kg)
8065-6013 72" (1.8 m)	Dredging-	1114 lbs (505 kg)
8065-6102 40" (1.0 m)	Pavement-	1262 lbs (573 kg)
8065-6024 8" (2.4 m)	Blade-	630 lbs (285 kg)
8065-6009 Single Tooth	Ripper-	557 lbs (253 kg)

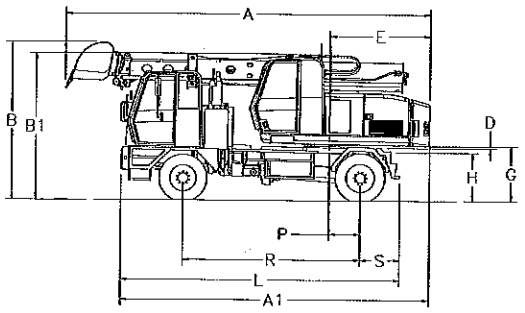
NOTE: Bucket adjustment values are 87% of the actual bucket weights.

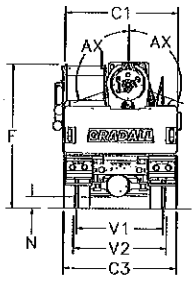
The load point is located on the bucket pivot point, including load listed for maximum radius.

Do not attempt to lift or hold any load greater than these rated values at specified load radii and heights. The weight of slings and any auxiliary devices must be deducted from the rated load to determine the net load that may be lifted.

ATTENTION: All rated loads are based on the machine being stationary and level on a firm supporting surface. For safe working loads, the user must make allowance for his particular job conditions such as soft or uneven ground, out of level conditions, side loads, hazardous conditions, experience of personnel, etc. The operator and other personnel must fully acquaint themselves with the Operator's Manual furnished by the manufacturer before operating this machine. Rules for safe operation of equipment must be adhered to at all times.







Shown with 8035-6006 48" (1.2 m) excavating bucket

	4 x 2	4 x 4	
A	27' 6" (8.4)	27 '6" (8.4)	Overall length (boom in rack) with bucket
A1	23' 3" (7.1)	23' 3" (7.1)	Overall length (boom in rack) without bucket
B	11' 11" (3.6)	12' 3" (3.7)	Overall height (boom in rack) with bucket
B1	11' 1" (3.4)	11' 5" (3.5)	Overall height (boom in rack) without bucket
C1	8' 6" (2.6)	8' 6" (2.6)	Width of upper structure
C3	8' 6" (2.6)	8' 6" (2.6)	Width of undercarriage
D	2" (45 mm)	2" (45 mm)	Minimum clearance, upperstructure to undercarriage
E	7' 6" (2.3)	7' 6" (2.3)	Swing clearance, rear of upperstructure
F	10' 10" (3.3)	11' 1" (3.4)	Top of cab to ground line
G	50" (1.3)	54" (1.4)	Clearance, upperstructure to ground line
H	44" (1.1)	47" (1.2)	Top of wheel mounted undercarriage frame to ground line
L	21' 0" (6.4)	21' 0" (6.4)	Overall length of undercarriage
N	10" (254 mm)	10" (254 mm)	Ground clearance (per SAE J1234)
P	28" (701 mm)	28" (701 mm)	Center of rear axle to axis of rotation
R	13' 4" (4.1)	13' 4" (4.1)	Wheel base
S	36" (916 mm)	36" (916 mm)	Center of rear axle to rear of frame (step)
V1	6' 6" (2.0)	6' 6" (2.0)	Tread, rear axles 4 x 4 (10:00 x 20 tires), 4 x 2 (Spoke Wheels)
V2	7' 0" (2.1)	7' 0" (2.1)	Tread, front axle 4 x 4 (15:00 x 22.5 tires), 4 x 2 (Spoke Wheels)
AA	27' 3" (8.3)	27' 2" (8.3)	Maximum radius at ground line (165° pivot)
AB	18' 4" (5.6)	18' 1" (5.5)	Maximum digging depth (165° pivot)
AC	16' 6" (5.0)	16' 3" (4.9)	Maximum depth for 8' level cut
AD	6' 3" (1.9)	6' 3" (1.9)	Maximum radius of 8' level cut at depth "AC"
AF	1' 10" (0.6)	1' 10" (0.6)	Maximum depth of vertical wall which can be excavated
AG	11' 0" (3.3)	10' 11" (3.3)	Minimum level cut radius with bucket flat on ground line
AH	5' 11" (1.8)	5' 4" (1.6)	Minimum radius at ground line
AK	6' 6" (2.0)	6' 10" (2.1)	Boom pivot to ground line

	4 x 2	4 x 4	
AL	23" (596 mm)	23" (596 mm)	Boom pivot to axis of rotation
AP	46" (1.2)	46" (1.2)	Bucket tooth radius
AQ	30° Up & 75° Down	30° Up & 75° Down	Boom pivot angle
AS	165°	165°	Bucket pivot angle
AU	22' 3" (6.8)	22' 3" (6.8)	Maximum telescoping boom length (boom pivot to bucket pivot)
AV	11' 3" (3.4)	11' 3" (3.4)	Minimum telescoping boom length (boom pivot to bucket pivot)
AW	11' 0" (3.4)	11' 0" (3.4)	Telescoping boom travel
AX	110°	110°	Bucket tilt angle (both sides of center)
BA	28' 1" (8.6)	28' 1" (8.6)	Maximum radius of working equipment
BB	22' 7" (6.9)	22' 11" (7.0)	Minimum clearance of bucket teeth, with bucket pivot at maximum height
BC	20' 8" (6.3)	21' 0" (6.4)	Maximum bucket tooth height
BD	15' 5" (4.7)	15' 9" (4.8)	Minimum clearance of bucket teeth, with bucket pivot at maximum height
BE	10' 5" (3.2)	10' 9" (3.3)	Minimum clearance of fully curled bucket at maximum boom height
BF	10' 1" (3.1)	10' 4" (3.2)	Minimum clearance of bucket teeth at maximum boom height
BG	14' 11" (4.5)	15' 2" (4.6)	Maximum height of working equipment with bucket below ground line
BH	23' 11" (7.3)	23' 11" (7.3)	Radius of bucket teeth at maximum height
BJ	17' 3" (5.3)	17' 3" (5.3)	Minimum radius of bucket teeth at maximum bucket pivot height

Rated boom force: 21,940 lb (97.6kN)

Rated bucket breakout force: 17,990 lb (80kN)

Weight: Approximate working weight, including 30" (762 mm) bucket, fuel tank half full.
4 x 2: 40,930 lb (18,566 kg)
4 x 4: 41,720 lb (18,924 kg)

Specifications subject to change without notice.
Metric units are meters (m) unless noted.
Machines shown may have optional equipment.

Optional Equipment

Vandalism protection kit including window covers.

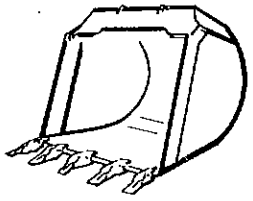
Strobe light.

ROPS protective cab (upper cab only)

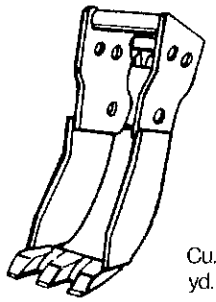
Auxiliary Hydraulics - Additional hosing and piping for hydraulic powered attachments. [Maximum pressure 4800 psi (33,095 kPa) Maximum flow 30 GPM (114 L/min)]

Attachments

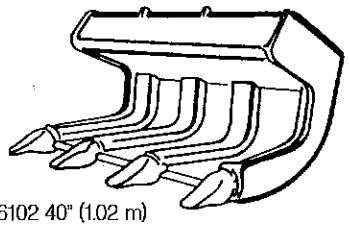
Quick change and reversible buckets fabricated of steel plate, with high strength, low alloy cutting edges and wear strips. Standard attachments available for wide range of applications. Capacities shown are in heaped cu. yd.



	Cu. yd.	m^3
8045-6020 24" (610 mm) Excavating bucket	3/8	0.31
8045-6021 30" (762 mm) Excavating bucket	1/2	0.41
8045-6022 36" (914 mm) Excavating bucket	5/8	0.54
8045-6023 42" (1.07 m) Excavating bucket	3/4	0.64
8045-6024 48" (1.22 m) Excavating bucket	1	0.76



	Cu. yd.	m^3
8065-6104 15" (381 mm) Trenching bucket	1/5	0.15
8065-6012 21" (533 mm) Trenching bucket	1/4	0.19

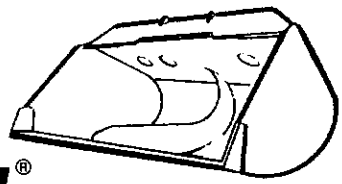


8065-6102 40" (1.02 m) Pavement removal bucket

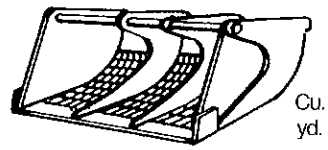
8065-6115 18" (0.457 m) Pavement removal bucket

8065-6116 24" (0.610 m) Pavement removal bucket

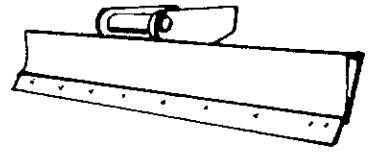
8065-611 28" (0.711 m) Pavement removal bucket



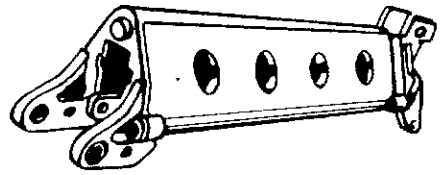
	Cu. yd.	m^3
8065-6040 30" (0.762 m) Ditching bucket	3/8	0.3
8065-600 60" (1.52 m) Ditching bucket	7/8	0.73
8065-6006 66" (1.68 m) Ditching bucket	1	0.76
8065-6002 72" (1.83 m) Ditching bucket	1 1/8	0.87



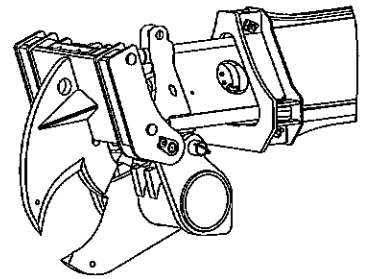
	Cu. yd.	m^3
8065-6013 72" (1.83 m) Dredging bucket	1 1/8	0.87



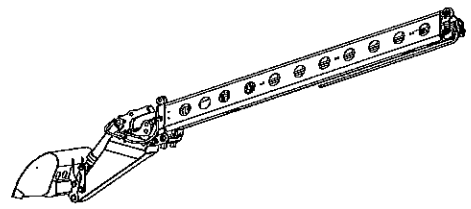
8065-6024 8' (2.4 m) Grading blade



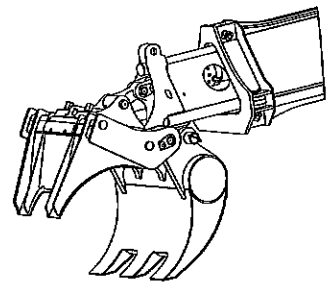
8065-5028 4' (1.2 m) Boom extension



8045-5052 Tree limb shear attachment



8045-5009 6' (1.8 m) Live boom



8075-5023 Fixed thumb grapple

It is Gradall Policy to continually improve its products. Therefore designs, materials and specifications are subject to change without notice and without incurring any liability on units already sold. Units shown may have optional equipment.

GRADALL®

406 Mill Ave. SW, New Philadelphia, Ohio 44663
Phone: 330-339-2211 Fax: 330-339-8468
www.Gradall.com

Certified ISO 9001

ALAMO GROUP

GRADALL INDUSTRIES, INC.
Where Ingenuity Works

Form No. 11702 2/17
Printed in USA

CASE IH AGRICULTURE

Make	Case IH
Model	Farmall 70A (2015-Present)
Engine Performance	
Advertised Engine Power, Rated, hp (kW)	70 (52)
Maximum Engine Power, hp (kW)	Same as advertised
Rated Engine Speed, rpm	2700
Power Boost, hp (kW)	No boost
Fuel Tank capacity, gal (L)	13 (49)
Diesel Exhaust Fluid (DEF) tank capacity, gal (L)	No DEF
PTO Performance	
PTO Horsepower, Basic / Optional Transmission, hp (kW)	62 (46)
PTO Speeds, rpm	540 std; 540/540E opt.
PTO operational Type (Independent; Live; Continuous)	Independent
Basic Engine	
Engine Make	Case IH FPT
Engine Model	2.2 L
Number of Cylinders	3
Displacement, cu in (L)	136 (2.23)
Engine Bore, in (mm)	3.70 (94)
Engine Stroke, in (mm)	4.21 (107)
Block Design, Replaceable Liners	Parent bore block
Aspiration, Turbocharged or Naturally Aspirated	Wastegate turbocharged
Fuel System	
Fuel System Description	High Pressure Common Rail
Fuel System Control, Electronic or Mechanical	Electronic
Fuel Injection to combustion chamber, Direct or Indirect	Direct
Emission and Exhaust Treatment	
Emission Level, US EPA Tier	Tier 4B / Final
Selective Catalytic Reduction (SCR) w/Diesel Exhaust Fluid (DEF)	No
Exhaust Gas Recirculation (EGR)	Internal EGR
Cleanup Catalyst (CUC)	No
Diesel Oxidation Catalyst (DOC)	DOC standard
Diesel Particulate Filter (DPF)	Particulate Matter Catalyst
Exhaust Pipe, Vertical stack or Horizontal	Downswept std; Vertical opt
Cooling System	
Fan Drive Type	Belt
Electrical System	
System Rating, Volts	12
Alternator Rating, Amps	75
Basic Transmission Configuration	
Manufacturer's Description	8Fx8R Mechanical Shuttle
Transmission Type	Synchro-shuttle
Number of Forward / Reverse Speeds	8F / 8R
Maximum Speed Forward, mph (kph)	np
Creeper Range Available	No
Shuttle (Forward-Reverse) Available	Standard

Optional Transmission 1	
Manufacturer's Description	No option
Transmission Type	No option
Number of Forward / Reverse Speeds	No option
Optional Transmission 2	
Manufacturer's Description	No option
Transmission Type	No option
Number of Forward / Reverse Speeds	No option
Wheel or Track Configuration	
Drive Wheels or Tracks; 2WD, 4WD, 2WD / 4WD, 2 Tracks or 4 Tracks	2WD / 4WD
Steering Configuration: Front Steer, Frame Articulated, or Track-type Steer	Front Steer
Rear Axle Assembly	
Final Drive Location and Description	Planetary
Axle Output End, Flange or Bar	Flange
Axle Bar Diameter, in (mm)	No bar axle
Front Axle	
Suspended Front Axle Available	No
Brakes	
Service Brake Type	Wet disc
Hydraulic System	
Hydraulic System Type	Open Center
Main Hydraulic Pump Type	Dual gear
Implement Pump Flow, gpm (Lpm)	11.9 (45)
Optional Pump Flow, gpm (Lpm)	No option
Number of Standard Remote Valves	1 std.; 2nd opt.
3-Point Hitch Features	
3-Point Hitch Category	Category 2
Optional Hitch Category	No option
Draft Sensing or Lift Control	Draft and Position Control
Draft Link Ends Telescopic	Standard
3-Point Hitch Lift Capacity	
Standard Lift Capacity 24 Inches behind pin, lb (kg)	2,701 (1225) OECD
Optional Lift Capacity 24 Inches behind pin, lb (kg)	No option
Standard Lift Capacity at lift pin, lb (kg)	np
Optional Lift Capacity at lift pin, lb (kg)	No option
Drawbar	
Drawbar Description	Swinging
Wheelbase / Trackbase	
Wheelbase, 2WD, in (mm)	96.4 (2450)
Wheelbase/Trackbase, MFD/4WD or Track, in (mm)	97.6 (2478)
Length	
Length, 2WD, incl. Hitch/Drawbar, in (mm)	129.5 (3290)
Length, MFD/4WD or track, incl. Hitch/Drawbar, in (mm)	134 (3404)
Vertical Dimensions	
Height to Top of Cab, in (mm)	No cab
Height to Top of ROPS raised, in (mm)	97.4 (2473)
Width w/Tires or Tracks	
Overall Width, with standard wheels or tracks, in (mm)	67.5 (1714)
Weight (w/Tires or Tracks)	
Weight, 2WD w/ROPS, lb (kg)	4,442 (2015)
Weight, MFD/4WD w/ROPS, lb (kg)	5,060 (2295)
Weight, 2WD w/Cab, lb (kg)	No cab

Weight, MFD/4WD or Tracks w/Cab, without ballast, lb (kg)	No cab
Weight, Total allowable, w/maximum ballast, lb (kg)	np
Tire / Track Size	
Front Tire Size, 2WD	7.50x16, 6PR
Front Tire Size orTrack Width, MFD/4WD or Track	, 6PR R1 Ag; 12.8x18 R4 Industrial
Rear Tire Size or Track Width	, 8PR R1 Ag; 18.4x24 R4 Industrial
Sales Literature	
Literature Number	CIH171007
Literature Date	10/1/2017
Secondary Literature Source	
Secondary Literature Number	TA-1413-14
Secondary Literature Date	11/1/2014
Other Documentation	
Document Number	TA-1437-15
Document Date	6/1/2015
Status and Entry Dates	
Manufacturing Status, Current or Archive	Current
First Entry Date	11/24/2014
Revision Date	)/27/2016; 4/11/2017; 11/26/2017

na = Not Applicable, np = Not Published

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CASE IH AGRICULTURE

Make	Case IH
Model	Farmall 70A (2015-Present)
Engine Performance	
Advertised Engine Power, Rated, hp (kW)	70 (52)
Maximum Engine Power, hp (kW)	Same as advertised
Rated Engine Speed, rpm	2700
Power Boost, hp (kW)	No boost
Fuel Tank capacity, gal (L)	13 (49)
Diesel Exhaust Fluid (DEF) tank capacity, gal (L)	No DEF
PTO Performance	
PTO Horsepower, Basic / Optional Transmission, hp (kW)	62 (46)
PTO Speeds, rpm	540 std; 540/540E opt.
PTO operational Type (Independent; Live; Continuous)	Independent
Basic Engine	
Engine Make	Case IH FPT
Engine Model	2.2 L
Number of Cylinders	3
Displacement, cu in (L)	136 (2.23)
Engine Bore, in (mm)	3.70 (94)
Engine Stroke, in (mm)	4.21 (107)
Block Design, Replaceable Liners	Parent bore block
Aspiration, Turbocharged or Naturally Aspirated	Wastegate turbocharged
Fuel System	
Fuel System Description	High Pressure Common Rail
Fuel System Control, Electronic or Mechanical	Electronic
Fuel Injection to combustion chamber, Direct or Indirect	Direct
Emission and Exhaust Treatment	
Emission Level, US EPA Tier	Tier 4B / Final
Selective Catalytic Reduction (SCR) w/Diesel Exhaust Fluid (DEF)	No
Exhaust Gas Recirculation (EGR)	Internal EGR
Cleanup Catalyst (CUC)	No
Diesel Oxidation Catalyst (DOC)	DOC standard
Diesel Particulate Filter (DPF)	Particulate Matter Catalyst
Exhaust Pipe, Vertical stack or Horizontal	Downswept std; Vertical opt
Cooling System	
Fan Drive Type	Belt
Electrical System	
System Rating, Volts	12
Alternator Rating, Amps	75
Basic Transmission Configuration	
Manufacturer's Description	8Fx8R Mechanical Shuttle
Transmission Type	Synchro-shuttle
Number of Forward / Reverse Speeds	8F / 8R
Maximum Speed Forward, mph (kph)	np
Creeper Range Available	No
Shuttle (Forward-Reverse) Available	Standard

Optional Transmission 1	
Manufacturer's Description	No option
Transmission Type	No option
Number of Forward / Reverse Speeds	No option
Optional Transmission 2	
Manufacturer's Description	No option
Transmission Type	No option
Number of Forward / Reverse Speeds	No option
Wheel or Track Configuration	
Drive Wheels or Tracks; 2WD, 4WD, 2WD / 4WD, 2 Tracks or 4 Tracks	2WD / 4WD
Steering Configuration: Front Steer, Frame Articulated, or Track-type Steer	Front Steer
Rear Axle Assembly	
Final Drive Location and Description	Planetary
Axle Output End, Flange or Bar	Flange
Axle Bar Diameter, in (mm)	No bar axle
Front Axle	
Suspended Front Axle Available	No
Brakes	
Service Brake Type	Wet disc
Hydraulic System	
Hydraulic System Type	Open Center
Main Hydraulic Pump Type	Dual gear
Implement Pump Flow, gpm (Lpm)	11.9 (45)
Optional Pump Flow, gpm (Lpm)	No option
Number of Standard Remote Valves	1 std.; 2nd opt.
3-Point Hitch Features	
3-Point Hitch Category	Category 2
Optional Hitch Category	No option
Draft Sensing or Lift Control	Draft and Position Control
Draft Link Ends Telescopic	Standard
3-Point Hitch Lift Capacity	
Standard Lift Capacity 24 Inches behind pin, lb (kg)	2,701 (1225) OECD
Optional Lift Capacity 24 Inches behind pin, lb (kg)	No option
Standard Lift Capacity at lift pin, lb (kg)	np
Optional Lift Capacity at lift pin, lb (kg)	No option
Drawbar	
Drawbar Description	Swinging
Wheelbase / Trackbase	
Wheelbase, 2WD, in (mm)	96.4 (2450)
Wheelbase/Trackbase, MFD/4WD or Track, in (mm)	97.6 (2478)
Length	
Length, 2WD, incl. Hitch/Drawbar, in (mm)	129.5 (3290)
Length, MFD/4WD or track, incl. Hitch/Drawbar, in (mm)	134 (3404)
Vertical Dimensions	
Height to Top of Cab, in (mm)	No cab
Height to Top of ROPS raised, in (mm)	97.4 (2473)
Width w/Tires or Tracks	
Overall Width, with standard wheels or tracks, in (mm)	67.5 (1714)
Weight (w/Tires or Tracks)	
Weight, 2WD w/ROPS, lb (kg)	4,442 (2015)
Weight, MFD/4WD w/ROPS, lb (kg)	5,060 (2295)
Weight, 2WD w/Cab, lb (kg)	No cab

Weight, MFD/4WD or Tracks w/Cab, without ballast, lb (kg)	No cab
Weight, Total allowable, w/maximum ballast, lb (kg)	np
Tire / Track Size	
Front Tire Size, 2WD	7.50x16, 6PR
Front Tire Size orTrack Width, MFD/4WD or Track	, 6PR R1 Ag; 12.8x18 R4 Industrial
Rear Tire Size or Track Width	, 8PR R1 Ag; 18.4x24 R4 Industrial
Sales Literature	
Literature Number	CIH171007
Literature Date	10/1/2017
Secondary Literature Source	
Secondary Literature Number	TA-1413-14
Secondary Literature Date	11/1/2014
Other Documentation	
Document Number	TA-1437-15
Document Date	6/1/2015
Status and Entry Dates	
Manufacturing Status, Current or Archive	Current
First Entry Date	11/24/2014
Revision Date	)/27/2016; 4/11/2017; 11/26/2017

na = Not Applicable, np = Not Published

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TECHNICAL SPECIFICATIONS

Pneumatic Forklift Trucks

D20S / D25S / D30S / D33S-5 & D35C-5

G20E / G25E / G30E-5

G20P / G25P / G30P / G33P-5 & G35C-5

G20P / G25P / G30P / G33P-5 & G35C-5 PLUS

4,000lb to 7,000lb Capacity

PRO5 SERIES



4,000/5,000/6,000/6,500/7,000 lb Capacities
Engine Powered Forklift Trucks
Pneumatic Tire, Diesel

MAIN VEHICLE SPECIFICATIONS

CHARACTERISTICS	1	Manufacture			DOOSAN	DOOSAN	DOOSAN	DOOSAN	DOOSAN
	2	Model			D20S-5	D25S-5	D30S-5	D33S-5	D35C-5
	3	Load Capacity	at rated load center	lb(kg)	4,000 (2,000)	5,000 (2,500)	6,000 (3,000)	6,500 (3,250)	7,000 (3,500)
	4	Load Center		in(mm)	24 (500)	24 (500)	24 (500)	24 (500)	19.7 (500)
	5	Power type	Elec, Diesel, LPG, Gasoline		Diesel	Diesel	Diesel	Diesel	24 (500)
	6	Operator type			driver seated	driver seated	driver seated	driver seated	driver seated
	7	Tire type	P:Pnu, E:Solid Soft, C: Cush		P	P	P	P	P
	8	Wheels (x=Driven)	Front / Rear		X 2 / 2	X 2 / 2	X 2 / 2	X 2 / 2	X 2 / 2
DIMENSIONS	9	Max. Fork Height	with STD 2-stage mast	in(mm)	127.2 (3,230)	127.2 (3,230)	127.2 (3,230)	127.2 (3,230)	118.1 (3,000)
	10	Free Lift		in(mm)	6 (152)	6 (152)	6 (152)	6 (152)	6 (152)
	12	Fork Carriage	ISO Class		II	II	III	III	III
	13	Forks	Length x Width x Thickness	in	41.3x3.9x1.6	41.3x3.9x1.6	41.3x4.9x1.8	41.3x4.9x1.8	41.3x4.9x1.8
				(mm)	(1,050x100x40)	(1,050x100x40)	(1,050x125x45)	(1,050x125x45)	(1,050x125x45)
			Fork Spacing(Min x Max)	in	10.8x40.7	10.8x40.7	11.3x41.1	11.3x41.1	11.3x41.1
				(mm)	(275x1,035)	(275x1,035)	(286x1,044)	(286x1,044)	(286x1,044)
	14	Tilt of Mast	Forward / Backward	deg	6 / 10	6 / 10	6 / 10	6 / 10	6 / 10
	15	Overall Dimensions	Length to Fork Face	in(mm)	99.6 (2,530)	102.2 (2,595)	106.3 (2,700)	107.5 (2,730)	108.9 (2,765)
	16		Overall Width Single	in(mm)	46.1 (1,170)	46.1 (1,170)	47.1 (1,197)	47.1 (1,197)	49.4 (1,255)
			Overall Width Dual	in(mm)	64.0(1,625)	64.0(1,625)	64.0(1,625)	64.0(1,625)	64.0(1,625)
	17		Mast Lowered Height	in(mm)	85.6 (2,175)	85.6 (2,175)	85.2 (2,165)	85.2 (2,165)	85.2 (2,165)
	18		Mast Extended Height	in(mm)	176.8 (4,490)	176.8 (4,490)	176.8 (4,490)	176.8 (4,490)	167.7 (4,260)
	19		Overhead Guard Height	in(mm)	85.9 (2,183)	85.9 (2,183)	85.9 (2,183)	85.9 (2,183)	85.9 (2,183)
	20		Seat Height	in(mm)	40.4 (1,026)	40.4 (1,026)	40.4 (1,026)	40.4 (1,026)	40.4 (1,026)
	21	Turning Radius	Minimum outside	in(mm)	87.4 (2,220)	89.2 (2,265)	93.1 (2,365)	94.3 (2,395)	95.3 (2,420)
	22	Load Moment Center		in(mm)	18.9 (480)	18.9 (480)	19.1 (485)	19.1 (485)	19.5 (495)
	23	Aisle 90 degree stacking(add load length & clearance)		in(mm)	106.3 (2,700)	108.1 (2,745)	112.2 (2,850)	113.4 (2,880)	114.8 (2,915)
PERFORMANCE	24	Travel Speed	Loaded / Unloaded	mph	11.8 / 12.4	11.8 / 12.1	11.2 / 11.8	11.2 / 11.5	11.5 / 11.8
				(km/h)	(19 /19.5)	(19 / 19.5)	(18.5 / 19)	(18 / 18.5)	(18.5 / 19)
	25	Lifting Speed	Loaded / Unloaded	fpm	104.4 / 108.3	102.4 / 108.3	98.5 / 108.3	96.5 / 108.3	82.7 / 108.3
				(mm/s)	(530 / 550)	(520 / 550)	(500 / 550)	(490 / 550)	(420 / 550)
	26	Lowering Speed	Loaded / Unloaded	fpm	100.4 / 90.6	100.4 / 90.6	100.4 / 90.6	100.4 / 90.6	100.4 / 90.6
				(mm/s)	(510 / 460)	(510 / 460)	(510 / 460)	(510 / 460)	(510 / 460)
	28	Max. drawbar pull	Loaded at 1.0 mph (1.6km / h)	lb(kg)	3,891.2 (1,765)	3836 (1,740)	4,034.5 (1,830)	4,012.4 (1,820)	3858.1 (1,750)
	30	Max. gradeability	Loaded at 1.0 mph (1.6km / h)	%	33	28	25	23.5	21.5
WEIGHT	32	Total Service Weight, Unloaded		lb(kg)	7,892.5 (3,580)	8708.2 (3,950)	9,810.6 (4,450)	10,207.4 (4,630)	10,604.2 (4,810)
	33	Axle Load	Loaded, Front / Rear	lb	10,869 / 1,433	12,478 / 1,742	14,506 / 1,918	15,300 / 2,072	16,182 / 2,138
				(kg)	(4,930 / 650)	(5,660 / 790)	(6,580 / 870)	(6,940 / 940)	(7,340 / 970)
	34		Unloaded, Front / Rear	lb	3,792 / 4,101	3,638 / 5,071	4,057 / 5,754	3,968 / 6,239	3,924 / 6,680
				(kg)	(1,720 / 1,860)	(1,650 / 2,300)	(1,840 / 2,610)	(1,800 / 2,830)	(1,780 / 3,030)
CHASSIS	35	Tires	Number of wheels(F / R)		2 / 2	2 / 2	2 / 2	2 / 2	2 / 2
	36		Size, Front		7.00x15-12	7.00x15-12	28x9x15-12	28x9x15-12	250x15-18
	37		Size, Rear		6.50x10-10	6.50x10-10	6.50x10-10	6.50x10-12	6.50x10-12
	38	Wheel Base	Distance	in(mm)	64 (1,625)	64 (1.625)	66.9 (1,700)	66.9 (1,700)	66.9 (1,700)
	39	Tread Width	Front / Rear	in	38.4 / 39.4	38.4 / 39.4	38.7 / 39.4	38.7 / 39.4	40.4 / 39.4
				(mm)	(975 / 1,000)	(975 / 1,000)	(982 / 1,000)	(982 / 1,000)	(1,026 / 1,000)
	40	Ground Clearance	Loaded at the lowest point	in(mm)	4.5 (115)	4.5 (115)	4.3 (108)	4.3 (108)	4.3 (108)
	41		Loaded at center of wheelbase	in(mm)	6.0 (152)	6.0 (152)	6.0 (152)	6.0 (152)	6.0 (152)
	42	Brakes	Service		Foot / Hyd	Foot / Hyd	Foot / Hyd	Foot / Hyd	Foot / Hyd
	43		Parking		Hand / Mech	Hand / Mech	Hand / Mech	Hand / Mech	Hand / Mech
POWER TRAIN	45	Battery	Voltage / Ampere	V / AH	12 / 85	12 / 85	12 / 85	12 / 85	12 / 85
	49	Engine	Model		4TNE98	4TNE98	4TNE98	4TNE98	4TNE98
	50		Rated Power(DIN)	HP/rpm	59 / 2,300	59 / 2,300	59 / 2,300	59 / 2,300	59 / 2,300
				kW/rpm	43.7 / 2,300	43.7 / 2,300	43.7 / 2,300	43.7 / 2,300	43.7 / 2,300
	51		Maximum Torque	lb·ft/rpm	133.5 / 1,600	133.5 / 1,600	133.5/ 1,600	133.5 / 1,600	133.5 / 1,600
				kg·m/rpm	18.5 / 1,600	18.5 / 1,600	18.5 / 1,600	18.5 / 1,600	18.5 / 1,600
	52		Cylinders / Displacement	in³(cc)	4 / 203 (3,319)	4 / 203 (3,319)	4 / 203 (3,319)	4 / 203 (3,319)	4 / 203 (3,319)
	55	Transmission	Type		powershift	powershift	powershift	powershift	powershift
			Number of Speeds (Fwd / Rev)		1 / 1	1 / 1	1 / 1	1 / 1	1 / 1
	57	Hydraulic Pressure	System	psi(bar)	2,625 (181)	2,828 (195)	3,132 (216)	3,132 (216)	3,132 (216)
			Attachment	psi(bar)	2,262 (156)	2,262 (156)	2,262 (156)	2,262 (156)	2,262 (156)

Note: Specification values quoted in this specification sheet has been rounded. Performance may vary due to operation conditions.
Products and specifications are subject to improvement and change without prior notices.

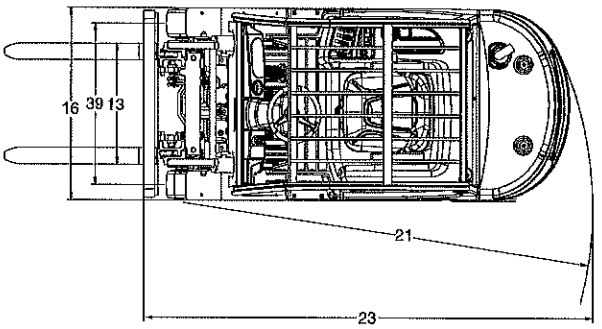
4,000/5,000/6,000/6,500/7,000 lb Capacities
Engine Powered Forklift Trucks
Pneumatic Tire, LP

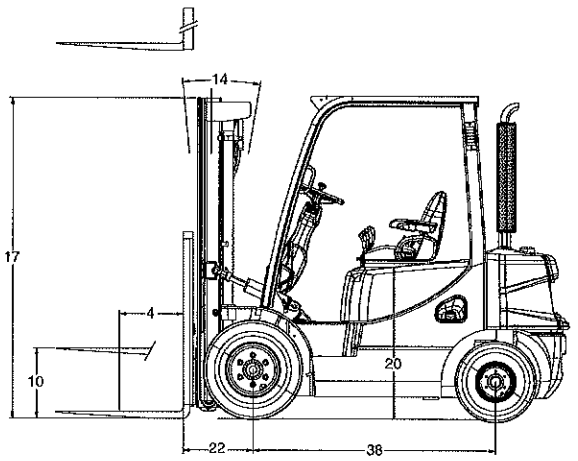
MAIN VEHICLE SPECIFICATIONS

DOOSAN	DOOSAN	DOOSAN	DOOSAN	DOOSAN	DOOSAN	DOOSAN	DOOSAN	DOOSAN
G20E-5	G25E-5	G30E-5	G20P-5	G25P-5	G30P-5	G33P-5	G35C-5	G20P-5 PLUS
4,000 (2,000)	5,000 (2,500)	6,000 (3,000)	4,000 (2,000)	5,000 (2,500)	6,000 (3,000)	6,500 (3,250)	7,000 (3,500)	4,000 (2,000)
24 (500)	24 (500)	24 (500)	24 (500)	24 (500)	24 (500)	24 (500)	24 (500)	24 (500)
LP	LP	LP	LP	LP	LP	LP	LP	LP
driver seated	driver seated	driver seated	driver seated	driver seated	driver seated	driver seated	driver seated	driver seated
P	P	P	P	P	P	P	P	P
X 2 / 2	X 2 / 2	X 2 / 2	X 2 / 2	X 2 / 2	X 2 / 2	X 2 / 2	X 2 / 2	X 2 / 2
127.2 (3,230)	127.2 (3,230)	127.2 (3,230)	127.2 (3,230)	127.2 (3,230)	127.2 (3,230)	127.2 (3,230)	118.1 (3,000)	127.2 (3,230)
6 (152)	6 (152)	6 (152)	6 (152)	6 (152)	6 (152)	6 (152)	6 (152)	6 (152)
II	II	III	II	II	III	III	III	II
41.3x3.9x1.6 (1,050x100x40)	41.3x3.9x1.6 (1,050x100x40)	41.3x4.9x1.8 (1,050x125x45)	41.3x3.9x1.6 (1,050x100x40)	41.3x3.9x1.6 (1,050x100x40)	41.3x4.9x1.8 (1,050x125x45)	41.3x4.9x1.8 (1,050x125x45)	41.3x4.9x1.8 (1,050x125x45)	41.3x3.9x1.6 (1,050x100x40)
10.8 / 40.7 (275x1,035)	10.8 / 40.7 (275x1,035)	11.3 / 41.1 (286x1,044)	10.8 / 40.7 (275x1,035)	10.8 / 40.7 (275x1,035)	11.3 / 41.1 (286x1,044)	11.3 / 41.1 (286x1,044)	11.3 / 41.1 (286x1,044)	10.8 / 40.7 (275x1,035)
6 / 10	6 / 10	6 / 10	6 / 10	6 / 10	6 / 10	6 / 10	6 / 10	6 / 10
99.6 (2,530)	102.2 (2,595)	106.3 (2,700)	99.6 (2,530)	102.2 (2,595)	106.3 (2,700)	107.5 (2,730)	108.9 (2,765)	99.6 (2,530)
46.1 (1,170)	46.1 (1,170)	47.1 (1,197)	46.1 (1,170)	46.1 (1,170)	47.1 (1,197)	47.1 (1,197)	47.1 (1,197)	46.1 (1,170)
64.0(1,625)	64.0(1,625)	64.0 (1,625)	64.0(1,625)	64.0(1,625)	64.0(1,625)	64.0(1,625)	64.0(1,625)	64.0(1,625)
85.6 (2,175)	85.6 (2,175)	85.2 (2,165)	85.6 (2,175)	85.6 (2,175)	85.2 (2,165)	85.2 (2,165)	85.2 (2,165)	85.6 (2,175)
176.8 (4,490)	176.8 (4,490)	176.8 (4,490)	176.8 (4,490)	176.8 (4,490)	176.8 (4,490)	176.8 (4,490)	167.7 (4,260)	176.8 (4,490)
86.0 (2,183)	86.0 (2,183)	86.0 (2,183)	86.0 (2,183)	86.0 (2,183)	86.0 (2,183)	86.0 (2,183)	86.0 (2,183)	86.0 (2,183)
40.4 (1,026)	40.4 (1,026)	40.4 (1,026)	40.4 (1,026)	40.4 (1,026)	40.4 (1,026)	40.4 (1,026)	40.4 (1,026)	40.4 (1,026)
87.4 (2,220)	89.1 (2,265)	93.1 (2,365)	87.4 (2,220)	87.4 (2,265)	93.1 (2,365)	94.3 (2,395)	95.3 (2,420)	87.4 (2,220)
18.9 (480)	18.9 (480)	19.1 (485)	18.9 (480)	18.9 (480)	19.1 (485)	19.1 (485)	19.5 (495)	18.9 (480)
106.3 (2,700)	108.0 (2,745)	112.2 (2,850)	106.3 (2,700)	106.3 (2,745)	112.2 (2,850)	113.4 (2,880)	114.8 (2,915)	106.3 (2,700)
11.8 / 12.4 (19 / 20)	11.8 / 12.4 (19 / 20)	11.2 / 11.8 (18 / 19)	11.8 / 12.4 (19 / 20)	11.8 / 12.4 (19 / 20)	11.2 / 11.8 (18 / 19)	11.2 / 11.8 (18 / 19)	11.5 / 12.1 (18.5 / 19.5)	11.8 / 12.4 (19 / 20)
104.4 / 118.1 (530 / 600)	100.4 / 118.1 (510 / 600)	98.5 / 118.1 (500 / 600)	104.4 / 118.1 (530 / 600)	100.4 / 118.1 (510 / 600)	98.5 / 118.1 (500 / 600)	98.5 / 118.1 (500 / 600)	82.7 / 118.1 (420 / 600)	104.4 / 118.1 (530 / 600)
100.4 / 90.6 (510 / 460)	100.4 / 90.6 (510 / 460)	100.4 / 90.6 (510 / 460)	100.4 / 90.6 (510 / 460)	100.4 / 90.6 (510 / 460)	100.4 / 90.6 (510 / 460)	100.4 / 90.6 (510 / 460)	100.4 / 90.6 (510 / 460)	100.4 / 90.6 (510 / 460)
3,968.3 (1,800)	3,924.2 (1,780)	4,100.6 (1,860)	3,858.1 (1,750)	3,803.0 (1,725)	4,001.4 (1,815)	3,979.3 (1,805)	3,825.0 (1,735)	4,012.4 (1,820)
34	28.5	26	33	28	26	24	22	34.5
7,870.5 (3,570)	8,686.2 (3,940)	9,656.2 (4,380)	7,870.5 (3,570)	8,686.2 (3,940)	9,656.2 (4,380)	10,053.1 (4,560)	10,471.9 (4,750)	7,870.5 (3,570)
10,890.8 / 1,389 (4,940 / 630)	12,500.2 / 1,697.6 (5,670 / 770)	13,911.2 / 2,314.5 (6,540 / 840)	10,890.8 / 1,389 (4,940 / 630)	12,500.2 / 1,697.6 (5,670 / 770)	13,911.2 / 2,314.5 (6,540 / 840)	15,189.8 / 2,028.3 (6,890 / 920)	16,093.7 / 2,094.4 (7,300 / 950)	10,890.8 / 1,389 (4,940 / 630)
3,814 / 4,056.7 (1,730 / 1,840)	3,659.7 / 5,026.6 (1,660 / 2,280)	3,968.3 / 5,687.9 (1,800 / 2,580)	3,814 / 4,056.7 (1,730 / 1,840)	3,659.7 / 5,026.6 (1,660 / 2,280)	3,968.3 / 6,128.8 (1,800 / 2,580)	3,880.1 / 6,172.9 (1,760 / 2,800)	3,858.1 / 6,613.9 (1,750 / 3,000)	3,814 / 4,056.7 (1,730 / 1,840)
2 / 2	2 / 2	2 / 2	2 / 2	2 / 2	2 / 2	2 / 2	2 / 2	2 / 2
7.00x15-12	7.00x15-12	28x9x15-12	7.00x15-12	7.00x15-12	28x9x15-12	28x9x15-12	250x15-18	7.00x15-12
6.50x10-10	6.50x10-10	6.50x10-10	6.50x10-10	6.50x10-10	6.50x10-10	6.50x10-12	6.50x10-12	6.50x10-10
64 (1,625)	64 (1,625)	66.9 (1,700)	64 (1,625)	64 (1,625)	66.9 (1,700)	66.9 (1,700)	66.9 (1,700)	64 (1,625)
38.4 / 39.4 (975 / 1,000)	38.4 / 39.4 (975 / 1,000)	38.7 / 39.4 (982 / 1,000)	38.4 / 39.4 (975 / 1,000)	38.4 / 39.4 (975 / 1,000)	38.7 / 39.4 (982 / 1,000)	38.7 / 39.4 (982 / 1,000)	40.4 / 39.4 (1,026 / 1,000)	38.4 / 39.4 (975 / 1,000)
4.5 (115)	4.5 (115)	4.1 (105)	4.5 (115)	4.5 (115)	4.1 (105)	4.1 (105)	4.1 (105)	4.5 (115)
5.6 (143)	5.6 (143)	5.6 (143)	5.6 (143)	5.6 (143)	5.6 (143)	5.6 (143)	5.6 (143)	5.6 (143)
Foot / Hyd	Foot / Hyd	Foot / Hyd	Foot / Hyd	Foot / Hyd	Foot / Hyd	Foot / Hyd	Foot / Hyd	Foot / Hyd
Hand / Mech	Hand / Mech	Hand / Mech	Hand / Mech	Hand / Mech	Hand / Mech	Hand / Mech	Hand / Mech	Hand / Mech
12 / 45	12 / 45	12 / 45	12 / 65	12 / 65	12 / 65	12 / 65	12 / 65	12 / 65
G424I(E)	G424I(E)	G424I(E)	G424FE	G424FE	G424FE	G424FE	G424FE	G430FE
65.3 / 2,600	65.3 / 2,600	65.3 / 2,600	62 / 2,550	62 / 2,550	62 / 2,550	62 / 2,550	62 / 2,550	66.3 / 2,600
48.7 / 2,600	48.7 / 2,600	48.7 / 2,600	46.2 / 2,550	46.2 / 2,550	46.2 / 2,550	46.2 / 2,550	46.2 / 2,550	49.5 / 2,600
137.2 / 1,900	137.2 / 1,900	137.2 / 1,900	133.5 / 2,200	133.5 / 2,200	133.5 / 2,200	133.5 / 2,200	133.5 / 2,200	149.7 / 1,600
19.0 / 1,900	19.0 / 1,900	19.0 / 1,900	18.5 / 2,200	18.5 / 2,200	18.5 / 2,200	18.5 / 2,200	18.5 / 2,200	20.7 / 1,600
4 / 144 (2,359)	4 / 144 (2,359)	4 / 144 (2,359)	4 / 2,405	4 / 2,405	4 / 2,405	4 / 2,405	4 / 2,405	4 / 181 (2,967)
powershift	powershift	powershift	powershift	powershift	powershift	powershift	powershift	powershift
1 / 1	1 / 1	1 / 1	1 / 1	1 / 1	1 / 1	1 / 1	1 / 1	1 / 1
2,624.5 (181)	2,827.5 (195)	3,132 (216)	2,624.5 (181)	2,827.5 (195)	3,132 (216)	3,132 (216)	3,132 (216)	2,624.5 (181)
2,262 (156)	2,262 (156)	2,262 (156)	2,262 (156)	2,262 (156)	2,262 (156)	2,262 (156)	2,262 (156)	2,262 (156)

DIMENSIONAL DRAWINGS

DOOSAN	DOOSAN	DOOSAN	DOOSAN
G25P-5 PLUS	G30P-5 PLUS	G33P-5 PLUS	G35C-5 PLUS
5,000 (2,500)	6,000 (3,000)	6,500 (3,250)	7,000 (3,500)
24 (500)	24 (500)	24 (500)	24 (500)
LP	LP	LP	LP
driver seated	driver seated	driver seated	driver seated
P	P	P	P
X 2 / 2	X 2 / 2	X 2 / 2	X 2 / 2
127.2 (3,230)	127.2 (3,230)	127.2 (3,230)	118.1 (3,000)
6 (152)	6 (152)	6 (152)	6 (152)
II	III	III	III
41.3x3.9x1.6	41.3x4.9x1.8	41.3x4.9x1.8	41.3x4.9x1.8
(1,050x100x40)	(1,050x125x45)	(1,050x125x45)	(1,050x125x45)
10.8 / 40.7	11.3 / 41.1	11.3 / 41.1	11.3 / 41.1
(275x1,035)	(286x1,044)	(286x1,044)	(286x1,044)
6 / 10	6 / 10	6 / 10	6 / 10
102.2 (2,595)	106.3 (2,700)	107.5 (2,730)	108.9 (2,765)
46.1 (1,170)	47.1 (1,197)	47.1 (1,197)	47.1 (1,197)
64.0(1,625)	64.0(1,625)	64.0(1,625)	64.0(1,625)
85.6 (2,175)	85.2 (2,165)	85.2 (2,165)	85.2 (2,165)
176.8 (4,490)	176.8 (4,490)	176.8 (4,490)	167.7 (4,260)
86.0 (2,183)	86.0 (2,183)	86.0 (2,183)	86.0 (2,183)
40.4 (1,026)	40.4 (1,026)	40.4 (1,026)	40.4 (1,026)
87.4 (2,265)	93.1 (2,365)	94.3 (2,396)	95.3 (2,420)
18.9 (480)	19.1 (485)	19.1 (485)	19.5 (495)
106.3 (2,745)	112.2 (2,850)	113.4 (2,880)	114.8 (2,915)
11.8 / 12.4	11.2 / 11.8	11.2 / 11.8	11.5 / 12.1
(19 / 20)	(18 / 19)	(18 / 19)	(18.5 / 19.5)
102.3 / 118.1	100.4 / 118.1	104.3 / 118.1	102.3 / 118.1
(520 / 600)	(510 / 600)	(530 / 600)	(520 / 600)
100.4 / 90.6	100.4 / 90.6	100.4 / 90.6	100.4 / 90.6
(510 / 460)	(510 / 460)	(510 / 460)	(510 / 460)
3,968.3 (1,800)	4,166.7 (1,890)	4,144.7 (1,880)	3,990.4 (1,810)
29.0	26.5	25.0	22.5
8,686.2 (3,940)	9,656.2 (4,380)	10,053.1 (4,560)	10,471.9 (4,750)
12,500.2 / 1,697.6	13,911.2 / 2,314.5	15,189.8 / 2,028.3	16,093.7 / 2,094.4
(5,670 / 770)	(6,540 / 840)	(6,890 / 920)	(7,300 / 950)
3,659.7 / 5,026.6	3,968.3 / 6,128.8	3,880.1 / 6,172.9	3,858.1 / 6,613.9
(1,660 / 2,280)	(1,800 / 2,580)	(1,760 / 2,800)	(1,750 / 3,000)
2 / 2	2 / 2	2 / 2	2 / 2
7.00x15-12	28x9x15-12	28x9x15-12	250x15-18
6.50x10-10	6.50x10-10	6.50x10-12	6.50x10-12
64 (1,625)	66.9 (1,700)	66.9 (1,700)	66.9 (1,700)
38.4 / 39.4	38.7 / 39.4	38.7 / 39.4	40.4 / 39.4
(975 / 1,000)	(982 / 1,000)	(982 / 1,000)	(1,026 / 1,000)
4.5 (115)	4.1 (105)	4.1 (105)	4.1 (105)
5.6 (143)	5.6 (143)	5.6 (143)	5.6 (143)
Foot / Hyd	Foot / Hyd	Foot / Hyd	Foot / Hyd
Hand / Mech	Hand / Mech	Hand / Mech	Hand / Mech
12 / 65	12 / 65	12 / 65	12 / 65
G430FE	G430FE	G430FE	G430FE
66.3 / 2,600	66.3 / 2,600	66.3 / 2,600	66.3 / 2,600
49.5 / 2,600	49.5 / 2,600	49.5 / 2,600	49.5 / 2,600
149.7 / 1,600	149.7 / 1,600	149.7 / 1,600	149.7 / 1,600
20.7 / 1,600	20.7 / 1,600	20.7 / 1,600	20.7 / 1,600
4 / 181 (2,967)	4 / 181 (2,967)	4 / 181 (2,967)	4 / 181 (2,967)
powershift	powershift	powershift	powershift
1 / 1	1 / 1	1 / 1	1 / 1
2,827.5 (195)	3,132 (216)	3,132 (216)	3,132 (216)
2,262 (156)	2,262 (156)	2,262 (156)	2,262 (156)





MAST SPECIFICATIONS and RATED CAPACITIES

D/G 20S(E.P)-5 (PLUS)

Mast type	Maximum Fork Height		Maximum Lowered Height		Fully Extended Height		Free Lift		Rated Load Capacities D/G 20S(E.P)-5													
					With Load Backrest		With Load Backrest		Tilt Angle						Load Capacities							
									Single Pneu.		Double Pneu		Single Solid		Single Pneu.		Double Pneu		Single Solid			
									FWD	BWD	FWD	BWD	FWD	BWD	LC 500mm	LC 24in	LC 500mm	LC 24in	LC 500mm	LC 24in		
	mm	in	mm	in	mm	in	mm	in	deg	deg	deg	deg	deg	deg	kg	lb	kg	lb	kg	lb		
STD	2030	80	1575	62	3290	130	147	6	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000		
	2580	102	1850	73	3840	151	147	6	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000		
	2950	116	2035	80	4210	166	147	6	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000		
	3230	127	2175	86	4490	177	147	6	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000		
	3500	138	2425	95	4765	188	147	6	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000		
	3800	150	2575	101	5065	199	147	6	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000		
	3950	156	2650	104	5215	205	147	6	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000		
	4350	171	2850	112	5615	221	147	6	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000		
	4960	195	3150	124	6215	245	147	6	6	5	6	10	6	10	1900	3750	1925	3900	1975	4000		
FF	2580	102	1850	73	3840	151	645	25	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000		
	2950	116	2035	80	4210	166	830	33	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000		
	3230	127	2175	86	4490	177	970	38	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000		
	3600	142	2425	95	4865	192	1220	48	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000		
FFT	3900	154	1900	75	5165	203	695	27	6	8	6	8	6	8	2000	4000	2000	4000	2000	4000		
	4290	169	2035	80	5570	219	830	33	6	8	6	8	6	8	2000	4000	2000	4000	2000	4000		
	4730	186	2175	86	5990	236	970	38	6	8	6	8	6	8	1950	3950	1950	3950	2000	4000		
	5560	219	2525	99	6815	268	1320	52	6	3	6	8	6	8	1650	3650	1825	3700	1875	3850		
	6010	237	2675	105	7265	286	1470	58	6	3	6	8	6	5	1300	2900	1750	3550	1825	3700		
	6500	256	2915	115	7760	306	1710	67	6	3	6	8	6	3	975	2200	1675	3450	1750	3550		

D/G 25S(E.P)-5 (PLUS)

Mast type	Maximum Fork Height		Maximum Lowered Height		Fully Extended Height		Free Lift		Rated Load Capacities D/G 25S(E.P)-5													
					With Load Backrest		With Load Backrest		Tilt Angle						Load Capacities							
									Single Pneu.		Double Pneu		Single Solid		Single Pneu.		Double Pneu		Single Solid			
									FWD	BWD	FWD	BWD	FWD	BWD	LC 500mm	LC 24in	LC 500mm	LC 24in	LC 500mm	LC 24in		
	mm	in	mm	in	mm	in	mm	in	deg	deg	deg	deg	deg	deg	kg	lb	kg	lb	kg	lb		
STD	2030	80	1575	62	3290	130	147	6	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000		
	2580	102	1850	73	3840	151	147	6	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000		
	2950	116	2035	80	4210	166	147	6	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000		
	3230	127	2175	86	4490	177	147	6	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000		
	3500	138	2425	95	4765	188	147	6	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000		
	3800	150	2575	101	5065	199	147	6	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000		
	3950	156	2650	104	5215	205	147	6	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000		
	4350	171	2850	112	5615	221	147	6	6	5	6	10	6	10	2500	5000	2500	5000	2500	5000		
	4960	195	3150	124	6215	245	147	6	6	3	6	10	6	8	2075	4600	2450	4950	2500	5000		
FF	2580	102	1850	73	3840	151	645	25	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000		
	2950	116	2035	80	4210	166	830	33	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000		
	3230	127	2175	86	4490	177	970	38	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000		
	3600	142	2425	95	4865	192	1220	48	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000		
FFT	3900	154	1900	75	5165	203	695	27	6	8	6	8	6	8	2500	5000	2500	5000	2500	5000		
	4290	169	2035	80	5570	219	830	33	6	5	6	8	6	8	2500	5000	2500	5000	2500	5000		
	4730	186	2175	86	5990	236	970	38	6	3	6	8	6	8	2450	5000	2500	5000	2500	5000		
	5560	219	2525	99	6815	268	1320	52	6	3	6	8	6	5	1525	3400	2325	4750	2400	4850		
	6010	237	2675	105	7265	286	1470	58	6	3	6	8	6	3	1175	2600	2250	4550	2300	4700		
	6500	256	2915	115	7760	306	1710	67	6	3	6	5	6	3	875	1950	2150	4400	1850	4200		

D/G 30S(E.P)-5 (PLUS)

Mast type	Maximum Fork Height		Maximum Lowered Height		Fully Extended Height		Free Lift		Rated Load Capacities D/G 30S(E.P)-5													
					With Load Backrest		With Load Backrest		Tilt Angle						Load Capacities							
									Single Pneu.		Double Pneu		Single Solid		Single Pneu.		Double Pneu		Single Solid			
									FWD	BWD	FWD	BWD	FWD	BWD	LC 500mm	LC 24in	LC 500mm	LC 24in	LC 500mm	LC 24in		
	mm	in	mm	in	mm	in	mm	in	deg	deg	deg	deg	deg	deg	kg	lb	kg	lb	kg	lb		
STD	2030	80	1565	62	3290	130	152	6	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000		
	2580	102	1840	72	3840	151	152	6	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000		
	2950	116	2025	80	4210	166	152	6	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000		
	3230	127	2165	85	4490	177	152	6	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000		
	3500	138	2415	95	4765	188	152	6	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000		
	3800	150	2565	101	5065	199	152	6	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000		
	3950	156	2640	104	5215	205	152	6	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000		
	4350	171	2840	112	5615	221	152	6	6	5	6	10	6	10	3000	6000	3000	6000	3000	6000		
	4960	195	3140	124	6215	245	152	6	6	3	6	10	6	10	2525	5550	2900	5850	2975	6000		
FF	2580	102	1840	72	3840	151	640	25	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000		
	2950	116	2025	80	4210	166	825	32	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000		
	3230	127	2165	85	4490	177	965	38	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000		
	3600	142	2415	95	4865	192	1215	48	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000		
FFT	3900	154	1890	74	5165	203	690	27	6	8	6	8	6	8	2900	6000	2900	6000	2900	6000		
	4290	169	2025	80	5570	219	825	32	6	8	6	8	6	8	2900	6000	2900	6000	2900	6000		
	4730	186	2165	85	5990	236	965	38	6	3	6	8	6	8	2900	6950	2900	6000	2900	6000		
	5560	219	2515	99	6815	268	1315	52	6	3	6	8	6	5	1850	4050	2750	5600	2825	5750		
	6010	237	2665	105	7265	286	1465	58	6	3	6	5	6	3	1425	3200	2675	5450	2750	5600		

D/G 33S(P)-5 (PLUS)

Mast type	Maximum Fork Height		Maximum Lowered Height		Fully Extended Height With Load Backrest		Free Lift With Load Backrest		Rated Load Capacities D/G 33S(P)-5 Tilt Angle Single Pneu. FWD		Tilt Angle Single Pneu. BWD		Tilt Angle Double Pneu FWD		Tilt Angle Double Pneu BWD		Tilt Angle Single Solid FWD		Tilt Angle Single Solid BWD		Load Capacities Single Pneu. LC 500mm		Load Capacities Single Pneu. LC 24in		Load Capacities Double Pneu LC 500mm		Load Capacities Double Pneu LC 24in		Load Capacities Single Solid LC 500mm		Load Capacities Single Solid LC 24in	
	mm	in	mm	in	mm	in	mm	in	deg	deg	deg	deg	deg	deg	deg	deg	kg	lb	kg	lb	kg	lb	kg	lb	kg	lb	kg	lb	kg	lb
STD	2030	80	1565	62	3290	130	152	6	6	10	6	10	6	10	6	10	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500
	2580	102	1840	72	3840	151	152	6	6	10	6	10	6	10	6	10	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500
	2950	116	2025	80	4210	166	152	6	6	10	6	10	6	10	6	10	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500
	3230	127	2165	85	4490	177	152	6	6	10	6	10	6	10	6	10	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500
	3500	138	2415	95	4765	188	152	6	6	10	6	10	6	10	6	10	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500
	3800	150	2565	101	5065	199	152	6	6	10	6	10	6	10	6	10	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500
	3950	156	2640	104	5215	205	152	6	6	10	6	10	6	10	6	10	3175	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500
	4350	171	2840	112	5615	221	152	6	6	5	6	10	6	10	6	10	3175	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500
	4960	195	3140	124	6215	245	152	6	6	3	6	10	6	8	2450	5400	3125	6350	3200	6500												
FF	2580	102	1840	72	3840	151	640	25	6	10	6	10	6	10	6	10	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500
	2950	116	2025	80	4210	166	825	32	6	10	6	10	6	10	6	10	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500
	3230	127	2165	85	4490	177	965	38	6	10	6	10	6	10	6	10	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500
	3600	142	2415	95	4865	192	1215	48	6	10	6	10	6	10	6	10	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500
FFT	3900	154	1890	74	5165	203	690	27	6	8	6	8	6	8	6	8	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500
	4290	169	2025	80	5570	219	825	32	6	5	6	8	6	8	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500	3250	6500
	4730	186	2165	85	5990	236	965	38	6	3	6	8	6	8	2900	6300	3175	6450	3250	6500												
	5560	219	2515	99	6815	268	1315	52	6	3	6	8	6	5	1750	3950	2975	6050	3050	6200												
	6010	237	2665	105	7265	286	1465	58	6	3	6	5	6	3	1350	3050	2875	5850	2950	6050												

D/G 35C-5 (PLUS)

Mast type	Maximum Fork Height		Maximum Lowered Height		Fully Extended Height With Load Backrest		Free Lift With Load Backrest		Rated Load Capacities D/G 35C-5 Tilt Angle Single Pneu. FWD		Tilt Angle Single Pneu. BWD		Tilt Angle Double Pneu FWD		Tilt Angle Double Pneu BWD		Tilt Angle Single Solid FWD		Tilt Angle Single Solid BWD		Load Capacities Single Pneu. LC 500mm		Load Capacities Single Pneu. LC 24in		Load Capacities Double Pneu LC 500mm		Load Capacities Double Pneu LC 24in		Load Capacities Single Solid LC 500mm		Load Capacities Single Solid LC 24in	
	mm	in	mm	in	mm	in	mm	in	deg	deg	deg	deg	deg	deg	deg	deg	kg	lb	kg	lb	kg	lb	kg	lb	kg	lb	kg	lb	kg	lb
STD	1800	71	1565	62	3060	120	152	6	6	10	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000
	2350	93	1840	72	3610	142	152	6	6	10	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000
	2720	107	2025	80	3980	157	152	6	6	10	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000
	3000	118	2165	85	4260	168	152	6	6	10	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000
	3495	138	2415	95	4760	187	152	6	6	10	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000
	3655	144	2565	101	4915	194	152	6	6	10	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000
	3805	150	2640	104	5065	199	152	6	6	10	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000
	4205	166	2840	112	5465	215	152	6	6	8	6	10	6	10	3425	6950	3425	6950	3500	7000												
	4805	189	3140	124	6065	239	152	6	6	3	6	8	6	8	3250	6650	3275	6650	3375	6850												
FF	2350	93	1840	72	3610	142	640	25	6	10	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000
	2720	107	2025	80	3980	157	825	32	6	10	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000
	3000	118	2165	85	4260	168	965	38	6	10	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000
	3495	138	2415	95	4755	187	1215	48	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000	3500	7000
FFT	3555	140	1890	74	4815	190	690	27	6	8	6	8	6	8	3400	7000	3400	7000	3400	7000	3400	7000	3400	7000	3400	7000	3400	7000	3400	7000	3400	7000
	3960	156	2025	80	5220	206	825	32	6	8	6	8	6	8	3400	7000	3400	7000	3400	7000	3400	7000	3400	7000	3400	7000	3400	7000	3400	7000	3400	7000
	4380	172	2165	85	5640	222	965	38	6	5	6	8	6	8	3375	6850	3375	6850	3400	7000												
	4820	190	2335	92	6085	240	1135	45	6	3	6	8	6	8	3250	6600	3250	6850	3350	6800												
	5205	205	2515	99	6465	255	1315	52	6	3	6	8	6	5	2600	5800	3150	6450	3250	6600												
	5655	223	2665	105	6915	272	1465	58	6	3	6	5	6	3	1975	4450	3050	6200	3150	6400												

Doosan Industrial Vehicle America Corp.
2905 Shawnee Industrial Parkway,
Suwanee, GA 30024 U.S.A.
Tel : 770-831-2200
Fax : 770-831-2250

AUTHORIZED DEALER

Product and specifications are subject to improvement and change without notice.

DOOSAN

TECHNICAL SPECIFICATIONS

Pneumatic Forklift Trucks

D20S / D25S / D30S / D33S-5 & D35C-5

G20E / G25E / G30E-5

G20P / G25P / G30P / G33P-5 & G35C-5

G20P / G25P / G30P / G33P-5 & G35C-5 PLUS

4,000lb to 7,000lb Capacity

PRO5 SERIES



4,000/5,000/6,000/6,500/7,000 lb Capacities

Engine Powered Forklift Trucks

Pneumatic Tire, Diesel

MAIN VEHICLE SPECIFICATIONS

CHARACTERISTICS	1	Manufacture			DOOSAN	DOOSAN	DOOSAN	DOOSAN	DOOSAN
	2	Model			D20S-5	D25S-5	D30S-5	D33S-5	D35C-5
	3	Load Capacity	at rated load center	lb(kg)	4,000 (2,000)	5,000 (2,500)	6,000 (3,000)	6,500 (3,250)	7,000 (3,500)
	4	Load Center		in(mm)	24 (500)	24 (500)	24 (500)	24 (500)	19.7 (500)
	5	Power type	Elec, Diesel, LPG, Gasoline		Diesel	Diesel	Diesel	Diesel	24 (500)
	6	Operator type			driver seated	driver seated	driver seated	driver seated	driver seated
	7	Tire type	P:Pnu, E:Solid Soft, C: Cush		P	P	P	P	P
	8	Wheels (x=Driven)	Front / Rear		X 2 / 2	X 2 / 2	X 2 / 2	X 2 / 2	X 2 / 2
DIMENSIONS	9	Max. Fork Height	with STD 2-stage mast	in(mm)	127.2 (3,230)	127.2 (3,230)	127.2 (3,230)	127.2 (3,230)	118.1 (3,000)
	10	Free Lift		in(mm)	6 (152)	6 (152)	6 (152)	6 (152)	6 (152)
	12	Fork Carriage	ISO Class		II	II	III	III	III
	13	Forks	Length x Width x Thickness	in	41.3x3.9x1.6	41.3x3.9x1.6	41.3x4.9x1.8	41.3x4.9x1.8	41.3x4.9x1.8
				(mm)	(1,050x100x40)	(1,050x100x40)	(1,050x125x45)	(1,050x125x45)	(1,050x125x45)
			Fork Spacing(Min x Max)	In	10.8x40.7	10.8x40.7	11.3x41.1	11.3x41.1	11.3x41.1
				(mm)	(275x1,035)	(275x1,035)	(286x1,044)	(286x1,044)	(286x1,044)
	14	Tilt of Mast	Forward / Backward	deg	6 / 10	6 / 10	6 / 10	6 / 10	6 / 10
	15	Overall Dimensions	Length to Fork Face	in(mm)	99.6 (2,530)	102.2 (2,595)	106.3 (2,700)	107.5 (2,730)	108.9 (2,765)
	16		Overall Width Single	in(mm)	46.1 (1,170)	46.1 (1,170)	47.1 (1,197)	47.1 (1,197)	49.4 (1,255)
			Overall Width Dual	in(mm)	64.0(1,625)	64.0(1,625)	64.0(1,625)	64.0(1,625)	64.0(1,625)
	17		Mast Lowered Height	in(mm)	85.6 (2,175)	85.6 (2,175)	85.2 (2,165)	85.2 (2,165)	85.2 (2,165)
	18		Mast Extended Height	in(mm)	176.8 (4,490)	176.8 (4,490)	176.8 (4,490)	176.8 (4,490)	167.7 (4,260)
	19		Overhead Guard Height	in(mm)	85.9 (2,183)	85.9 (2,183)	85.9 (2,183)	85.9 (2,183)	85.9 (2,183)
	20		Seat Height	in(mm)	40.4 (1,026)	40.4 (1,026)	40.4 (1,026)	40.4 (1,026)	40.4 (1,026)
	21	Turning Radius	Minimum outside	in(mm)	87.4 (2,220)	89.2 (2,265)	93.1 (2,365)	94.3 (2,395)	95.3 (2,420)
	22	Load Moment Center		in(mm)	18.9 (480)	18.9 (480)	19.1 (485)	19.1 (485)	19.5 (495)
	23	Aisle 90 degree stacking(add load length & clearance)		in(mm)	106.3 (2,700)	108.1 (2,745)	112.2 (2,850)	113.4 (2,880)	114.8 (2,915)
PERFORMANCE	24	Travel Speed	Loaded / Unloaded	mph	11.8 / 12.4	11.8 / 12.1	11.2 / 11.8	11.2 / 11.5	11.5 / 11.8
				(km/h)	(19 /19.5)	(19 / 19.5)	(18.5 / 19)	(18 / 18.5)	(18.5 / 19)
	25	Lifting Speed	Loaded / Unloaded	fpm	104.4 / 108.3	102.4 / 108.3	98.5 / 108.3	96.5 / 108.3	82.7 / 108.3
				(mm/s)	(530 / 550)	(520 / 550)	(500 / 550)	(490 / 550)	(420 / 550)
	26	Lowering Speed	Loaded / Unloaded	fpm	100.4 / 90.6	100.4 / 90.6	100.4 / 90.6	100.4 / 90.6	100.4 / 90.6
				(mm/s)	(510 / 460)	(510 / 460)	(510 / 460)	(510 / 460)	(510 / 460)
	28	Max. drawbar pull	Loaded at 1.0 mph (1.6km / h)	lb(kg)	3,891.2 (1,765)	3836 (1,740)	4,034.5 (1,830)	4,012.4 (1,820)	3858.1 (1,750)
	30	Max. gradeability	Loaded at 1.0 mph (1.6km / h)	%	33	28	25	23.5	21.5
WEIGHT	32	Total Service Weight, Unloaded		lb(kg)	7,892.5 (3,580)	8708.2 (3,950)	9,810.6 (4,450)	10,207.4 (4,630)	10,604.2 (4,810)
	33	Axle Load	Loaded, Front / Rear	lb	10,869 / 1,433	12,478 / 1,742	14,506 / 1,918	15,300 / 2,072	16,182 / 2,138
				(kg)	(4,930 / 650)	(5,660 / 790)	(6,580 / 870)	(6,940 / 940)	(7,340 / 970)
	34		Unloaded, Front / Rear	lb	3,792 / 4,101	3,638 / 5,071	4,057 / 5,754	3,968 / 6,239	3,924 / 6,680
				(kg)	(1,720 / 1,860)	(1,650 / 2,300)	(1,840 / 2,610)	(1,800 / 2,830)	(1,780 / 3,030)
CHASSIS	35	Tires	Number of wheels(F / R)		2 / 2	2 / 2	2 / 2	2 / 2	2 / 2
	36		Size, Front		7.00x15-12	7.00x15-12	28x9x15-12	28x9x15-12	250x15-18
	37		Size, Rear		6.50x10-10	6.50x10-10	6.50x10-10	6.50x10-12	6.50x10-12
	38	Wheel Base	Distance	in(mm)	64 (1,625)	64 (1,625)	66.9 (1,700)	66.9 (1,700)	66.9 (1,700)
	39	Tread Width	Front / Rear	in	38.4 / 39.4	38.4 / 39.4	38.7 / 39.4	38.7 / 39.4	40.4 / 39.4
				(mm)	(975 / 1,000)	(975 / 1,000)	(982 / 1,000)	(982 / 1,000)	(1,026 / 1,000)
	40	Ground Clearance	Loaded at the lowest point	in(mm)	4.5 (115)	4.5 (115)	4.3 (108)	4.3 (108)	4.3 (108)
	41		Loaded at center of wheelbase	in(mm)	6.0 (152)	6.0 (152)	6.0 (152)	6.0 (152)	6.0 (152)
	42	Brakes	Service		Foot / Hyd	Foot / Hyd	Foot / Hyd	Foot / Hyd	Foot / Hyd
	43		Parking		Hand / Mech	Hand / Mech	Hand / Mech	Hand / Mech	Hand / Mech
POWER TRAIN	45	Battery	Voltage / Ampere	V / AH	12 / 85	12 / 85	12 / 85	12 / 85	12 / 85
	49	Engine	Model		4TNE98	4TNE98	4TNE98	4TNE98	4TNE98
	50		Rated Power(DIN)	HP/rpm	59 / 2,300	59 / 2,300	59 / 2,300	59 / 2,300	59 / 2,300
				kW/rpm	43.7 / 2,300	43.7 / 2,300	43.7 / 2,300	43.7 / 2,300	43.7 / 2,300
	51		Maximum Torque	lb·ft/rpm	133.5 / 1,600	133.5 / 1,600	133.5/ 1,600	133.5 / 1,600	133.5 / 1,600
				kg·m/rpm	18.5 / 1,600	18.5 / 1,600	18.5 / 1,600	18.5 / 1,600	18.5 / 1,600
	52		Cylinders / Displacement	in³(cc)	4 / 203 (3,319)	4 / 203 (3,319)	4 / 203 (3,319)	4 / 203 (3,319)	4 / 203 (3,319)
	55	Transmission	Type		powershift	powershift	powershift	powershift	powershift
			Number of Speeds (Fwd / Rev)		1 / 1	1 / 1	1 / 1	1 / 1	1 / 1
	57	Hydraulic Pressure	System	psi(bar)	2,625 (181)	2,828 (195)	3,132 (216)	3,132 (216)	3,132 (216)
			Attachment	psi(bar)	2,262 (156)	2,262 (156)	2,262 (156)	2,262 (156)	2,262 (156)

Note: Specification values quoted in this specification sheet has been rounded. Performance may vary due to operation conditions.
Products and specifications are subject to improvement and change without prior notices.

4,000/5,000/6,000/6,500/7,000 lb Capacities

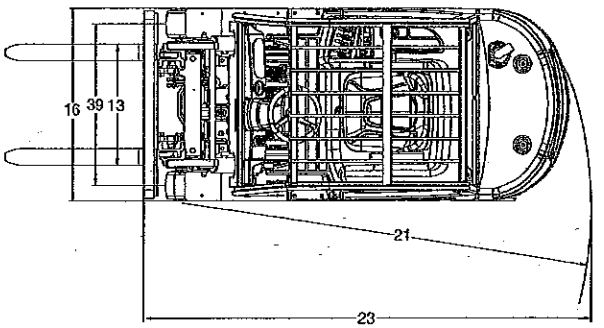
Engine Powered Forklift Trucks
Presented by LP

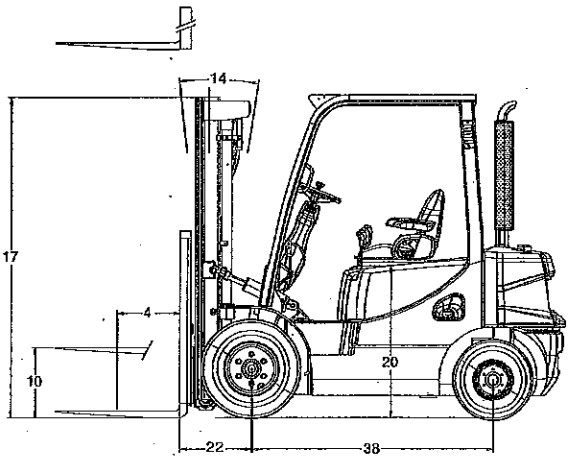
MAIN VEHICLE SPECIFICATIONS

DOOSAN	DOOSAN	DOOSAN	DOOSAN	DOOSAN	DOOSAN	DOOSAN	DOOSAN	DOOSAN
G20E-5	G25E-5	G30E-5	G20P-5	G25P-5	G30P-5	G33P-5	G35C-5	G20P-5 PLUS
4,000 (2,000)	5,000 (2,500)	6,000 (3,000)	4,000 (2,000)	5,000 (2,500)	6,000 (3,000)	6,500 (3,250)	7,000 (3,500)	4,000 (2,000)
24 (500)	24 (500)	24 (500)	24 (500)	24 (500)	24 (500)	24 (500)	24 (500)	24 (500)
LP	LP	LP	LP	LP	LP	LP	LP	LP
driver seated	driver seated	driver seated	driver seated	driver seated	driver seated	driver seated	driver seated	driver seated
P	P	P	P	P	P	P	P	P
X 2 / 2	X 2 / 2	X 2 / 2	X 2 / 2	X 2 / 2	X 2 / 2	X 2 / 2	X 2 / 2	X 2 / 2
127.2 (3,230)	127.2 (3,230)	127.2 (3,230)	127.2 (3,230)	127.2 (3,230)	127.2 (3,230)	127.2 (3,230)	118.1 (3,000)	127.2 (3,230)
6 (152)	6 (152)	6 (152)	6 (152)	6 (152)	6 (152)	6 (152)	6 (152)	6 (152)
II	II	III	II	II	III	III	III	II
41.3x3.9x1.6 (1,050x100x40)	41.3x3.9x1.6 (1,050x100x40)	41.3x4.9x1.8 (1,050x125x45)	41.3x3.9x1.6 (1,050x100x40)	41.3x3.9x1.6 (1,050x100x40)	41.3x4.9x1.8 (1,050x125x45)	41.3x4.9x1.8 (1,050x125x45)	41.3x4.9x1.8 (1,050x125x45)	41.3x3.9x1.6 (1,050x100x40)
10.8 / 40.7 (275x1,035)	10.8 / 40.7 (275x1,035)	11.3 / 41.1 (286x1,044)	10.8 / 40.7 (275x1,035)	10.8 / 40.7 (275x1,035)	11.3 / 41.1 (286x1,044)	11.3 / 41.1 (286x1,044)	11.3 / 41.1 (286x1,044)	10.8 / 40.7 (275x1,035)
6 / 10	6 / 10	6 / 10	6 / 10	6 / 10	6 / 10	6 / 10	6 / 10	6 / 10
99.6 (2,530)	102.2 (2,595)	106.3 (2,700)	99.6 (2,530)	102.2 (2,595)	106.3 (2,700)	107.5 (2,730)	108.9 (2,765)	99.6 (2,530)
46.1 (1,170)	46.1 (1,170)	47.1 (1,197)	46.1 (1,170)	46.1 (1,170)	47.1 (1,197)	47.1 (1,197)	47.1 (1,197)	46.1 (1,170)
64.0(1,625)	64.0(1,625)	64.0 (1,625)	64.0(1,625)	64.0(1,625)	64.0(1,625)	64.0(1,625)	64.0(1,625)	64.0(1,625)
85.6 (2,175)	85.6 (2,175)	85.2 (2,165)	85.6 (2,175)	85.6 (2,175)	85.2 (2,165)	85.2 (2,165)	85.2 (2,165)	85.6 (2,175)
176.8 (4,490)	176.8 (4,490)	176.8 (4,490)	176.8 (4,490)	176.8 (4,490)	176.8 (4,490)	176.8 (4,490)	167.7 (4,260)	176.8 (4,490)
86.0 (2,183)	86.0 (2,183)	86.0 (2,183)	86.0 (2,183)	86.0 (2,183)	86.0 (2,183)	86.0 (2,183)	86.0 (2,183)	86.0 (2,183)
40.4 (1,026)	40.4 (1,026)	40.4 (1,026)	40.4 (1,026)	40.4 (1,026)	40.4 (1,026)	40.4 (1,026)	40.4 (1,026)	40.4 (1,026)
87.4 (2,220)	89.1 (2,265)	93.1 (2,365)	87.4 (2,220)	87.4 (2,265)	93.1 (2,365)	94.3 (2,395)	95.3 (2,420)	87.4 (2,220)
18.9 (480)	18.9 (480)	19.1 (485)	18.9 (480)	18.9 (480)	19.1 (485)	19.1 (485)	19.5 (495)	18.9 (480)
106.3 (2,700)	108.0 (2,745)	112.2 (2,850)	106.3 (2,700)	106.3 (2,745)	112.2 (2,850)	113.4 (2,880)	114.8 (2,915)	106.3 (2,700)
11.8 / 12.4 (19 / 20)	11.8 / 12.4 (19 / 20)	11.2 / 11.8 (18 / 19)	11.8 / 12.4 (19 / 20)	11.8 / 12.4 (19 / 20)	11.2 / 11.8 (18 / 19)	11.2 / 11.8 (18 / 19)	11.5 / 12.1 (18.5 / 19.5)	11.8 / 12.4 (19 / 20)
104.4 / 118.1 (530 / 600)	100.4 / 118.1 (510 / 600)	98.5 / 118.1 (500 / 600)	104.4 / 118.1 (530 / 600)	100.4 / 118.1 (510 / 600)	98.5 / 118.1 (500 / 600)	98.5 / 118.1 (500 / 600)	82.7 / 118.1 (420 / 600)	104.4 / 118.1 (530 / 600)
100.4 / 90.6 (510 / 460)	100.4 / 90.6 (510 / 460)	100.4 / 90.6 (510 / 460)	100.4 / 90.6 (510 / 460)	100.4 / 90.6 (510 / 460)	100.4 / 90.6 (510 / 460)	100.4 / 90.6 (510 / 460)	100.4 / 90.6 (510 / 460)	100.4 / 90.6 (510 / 460)
3,968.3 (1,800)	3,924.2 (1,780)	4,100.6 (1,860)	3,858.1 (1,750)	3,803.0 (1,725)	4,001.4 (1,815)	3,979.3 (1,805)	3,825.0 (1,735)	4,012.4 (1,820)
34	26.5	26	33	28	26	24	22	34.5
7,870.5 (3,570)	8,686.2 (3,940)	9,656.2 (4,380)	7,870.5 (3,570)	8,686.2 (3,940)	9,656.2 (4,380)	10,053.1 (4,560)	10,471.9 (4,750)	7,870.5 (3,570)
10,890.8 / 1,389 (4,940 / 630)	12,500.2 / 1,697.6 (5,670 / 770)	13,911.2 / 2,314.5 (6,540 / 840)	10,890.8 / 1,389 (4,940 / 630)	12,500.2 / 1,697.6 (5,670 / 770)	13,911.2 / 2,314.5 (6,540 / 840)	15,189.8 / 2,028.3 (6,890 / 920)	16,093.7 / 2,094.4 (7,300 / 950)	10,890.8 / 1,389 (4,940 / 630)
3,814 / 4,056.7 (1,730 / 1,840)	3,659.7 / 5,026.6 (1,660 / 2,280)	3,968.3 / 5,687.9 (1,800 / 2,580)	3,814 / 4,056.7 (1,730 / 1,840)	3,659.7 / 5,026.6 (1,660 / 2,280)	3,968.3 / 6,128.8 (1,800 / 2,580)	3,880.1 / 6,172.9 (1,760 / 2,800)	3,858.1 / 6,613.9 (1,750 / 3,000)	3,814 / 4,056.7 (1,730 / 1,840)
2 / 2	2 / 2	2 / 2	2 / 2	2 / 2	2 / 2	2 / 2	2 / 2	2 / 2
7.00x15-12	7.00x15-12	28x9x15-12	7.00x15-12	7.00x15-12	28x9x15-12	28x9x15-12	250x15-18	7.00x15-12
6.50x10-10	6.50x10-10	6.50x10-10	6.50x10-10	6.50x10-10	6.50x10-10	6.50x10-12	6.50x10-12	6.50x10-10
64 (1,625)	64 (1,625)	66.9 (1,700)	64 (1,625)	64 (1,625)	66.9 (1,700)	66.9 (1,700)	66.9 (1,700)	64 (1,625)
38.4 / 39.4 (975 / 1,000)	38.4 / 39.4 (975 / 1,000)	38.7 / 39.4 (982 / 1,000)	38.4 / 39.4 (975 / 1,000)	38.4 / 39.4 (975 / 1,000)	38.7 / 39.4 (982 / 1,000)	38.7 / 39.4 (982 / 1,000)	40.4 / 39.4 (1,026 / 1,000)	38.4 / 39.4 (975 / 1,000)
4.5 (115)	4.5 (115)	4.1 (105)	4.5 (115)	4.5 (115)	4.1 (105)	4.1 (105)	4.1 (105)	4.5 (115)
5.6 (143)	5.6 (143)	5.6 (143)	5.6 (143)	5.6 (143)	5.6 (143)	5.6 (143)	5.6 (143)	5.6 (143)
Foot / Hyd	Foot / Hyd	Foot / Hyd	Foot / Hyd	Foot / Hyd	Foot / Hyd	Foot / Hyd	Foot / Hyd	Foot / Hyd
Hand / Mech	Hand / Mech	Hand / Mech	Hand / Mech	Hand / Mech	Hand / Mech	Hand / Mech	Hand / Mech	Hand / Mech
12 / 45	12 / 45	12 / 45	12 / 65	12 / 65	12 / 65	12 / 65	12 / 65	12 / 65
G424I(E)	G424I(E)	G424I(E)	G424FE	G424FE	G424FE	G424FE	G424FE	G430FE
65.3 / 2,600	65.3 / 2,600	65.3 / 2,600	62 / 2,550	62 / 2,550	62 / 2,550	62 / 2,550	62 / 2,550	66.3 / 2,600
48.7 / 2,600	48.7 / 2,600	48.7 / 2,600	46.2 / 2,550	46.2 / 2,550	46.2 / 2,550	46.2 / 2,550	46.2 / 2,550	49.5 / 2,600
137.2 / 1,900	137.2 / 1,900	137.2 / 1,900	133.5 / 2,200	133.5 / 2,200	133.5 / 2,200	133.5 / 2,200	133.5 / 2,200	149.7 / 1,600
19.0 / 1,900	19.0 / 1,900	19.0 / 1,900	18.5 / 2,200	18.5 / 2,200	18.5 / 2,200	18.5 / 2,200	18.5 / 2,200	20.7 / 1,600
4 / 144 (2,359)	4 / 144 (2,359)	4 / 144 (2,359)	4 / 2,405	4 / 2,405	4 / 2,405	4 / 2,405	4 / 2,405	4 / 181 (2,967)
powershift	powershift	powershift	powershift	powershift	powershift	powershift	powershift	powershift
1 / 1	1 / 1	1 / 1	1 / 1	1 / 1	1 / 1	1 / 1	1 / 1	1 / 1
2,624.5 (181)	2,827.5 (195)	3,132 (216)	2,624.5 (181)	2,827.5 (195)	3,132 (216)	3,132 (216)	3,132 (216)	2,624.5 (181)
2,262 (156)	2,262 (156)	2,262 (156)	2,262 (156)	2,262 (156)	2,262 (156)	2,262 (156)	2,262 (156)	2,262 (156)

DIMENSIONAL DRAWINGS

DOOSAN	DOOSAN	DOOSAN	DOOSAN
G25P-5 PLUS	G30P-5 PLUS	G33P-5 PLUS	G35C-5 PLUS
5,000 (2,500)	6,000 (3,000)	6,500 (3,250)	7,000 (3,500)
24 (500)	24 (500)	24 (500)	24 (500)
LP	LP	LP	LP
driver seated	driver seated	driver seated	driver seated
P	P	P	P
X 2 / 2	X 2 / 2	X 2 / 2	X 2 / 2
127.2 (3,230)	127.2 (3,230)	127.2 (3,230)	118.1 (3,000)
6 (152)	6 (152)	6 (152)	6 (152)
II	III	III	III
41.3x3.9x1.6	41.3x4.9x1.8	41.3x4.9x1.8	41.3x4.9x1.8
(1,050x100x40)	(1,050x125x45)	(1,050x125x45)	(1,050x125x45)
10.8 / 40.7	11.3 / 41.1	11.3 / 41.1	11.3 / 41.1
(275x1,035)	(286x1,044)	(286x1,044)	(286x1,044)
6 / 10	6 / 10	6 / 10	6 / 10
102.2 (2,595)	106.3 (2,700)	107.5 (2,730)	108.9 (2,765)
46.1 (1,170)	47.1 (1,197)	47.1 (1,197)	47.1 (1,197)
64.0(1,625)	64.0(1,625)	64.0(1,625)	64.0(1,625)
85.6 (2,175)	85.2 (2,165)	85.2 (2,165)	85.2 (2,165)
176.8 (4,490)	176.8 (4,490)	176.8 (4,490)	167.7 (4,260)
86.0 (2,183)	86.0 (2,183)	86.0 (2,183)	86.0 (2,183)
40.4 (1,026)	40.4 (1,026)	40.4 (1,026)	40.4 (1,026)
87.4 (2,265)	93.1 (2,365)	94.3 (2,395)	95.3 (2,420)
18.9 (480)	19.1 (485)	19.1 (485)	19.5 (495)
106.3 (2,745)	112.2 (2,850)	113.4 (2,880)	114.8 (2,915)
11.8 / 12.4	11.2 / 11.8	11.2 / 11.8	11.5 / 12.1
(19 / 20)	(18 / 19)	(18 / 19)	(18.5 / 19.5)
102.3 / 118.1	100.4 / 118.1	104.3 / 118.1	102.3 / 118.1
(520 / 600)	(510 / 600)	(530 / 600)	(520 / 600)
100.4 / 90.6	100.4 / 90.6	100.4 / 90.6	100.4 / 90.6
(510 / 460)	(510 / 460)	(510 / 460)	(510 / 460)
3,968.3 (1,800)	4,166.7 (1,890)	4,144.7 (1,880)	3,990.4 (1,810)
29.0	26.5	25.0	22.5
8,686.2 (3,940)	9,656.2 (4,380)	10,053.1 (4,560)	10,471.9 (4,750)
12,500.2 / 1,697.6	13,911.2 / 2,314.5	15,189.8 / 2,028.3	16,093.7 / 2,094.4
(5,670 / 770)	(6,540 / 840)	(6,890 / 920)	(7,300 / 950)
3,659.7 / 5,026.6	3,968.3 / 6,128.8	3,880.1 / 6,172.9	3,858.1 / 6,613.9
(1,660 / 2,280)	(1,800 / 2,580)	(1,760 / 2,800)	(1,750 / 3,000)
2 / 2	2 / 2	2 / 2	2 / 2
7.00x15-12	28x9x15-12	28x9x15-12	250x15-18
6.50x10-10	6.50x10-10	6.50x10-12	6.50x10-12
64 (1,625)	66.9 (1,700)	66.9 (1,700)	66.9 (1,700)
38.4 / 39.4	38.7 / 39.4	38.7 / 39.4	40.4 / 39.4
(975 / 1,000)	(982 / 1,000)	(982 / 1,000)	(1,026 / 1,000)
4.5 (115)	4.1 (105)	4.1 (105)	4.1 (105)
5.6 (143)	5.6 (143)	5.6 (143)	5.6 (143)
Foot / Hyd	Foot / Hyd	Foot / Hyd	Foot / Hyd
Hand / Mech	Hand / Mech	Hand / Mech	Hand / Mech
12 / 65	12 / 65	12 / 65	12 / 65
G430FE	G430FE	G430FE	G430FE
66.3 / 2,600	66.3 / 2,600	66.3 / 2,600	66.3 / 2,600
49.5 / 2,600	49.5 / 2,600	49.5 / 2,600	49.5 / 2,600
149.7 / 1,600	149.7 / 1,600	149.7 / 1,600	149.7 / 1,600
20.7 / 1,600	20.7 / 1,600	20.7 / 1,600	20.7 / 1,600
4 / 181 (2,967)	4 / 181 (2,967)	4 / 181 (2,967)	4 / 181 (2,967)
powershift	powershift	powershift	powershift
1 / 1	1 / 1	1 / 1	1 / 1
2,827.5 (195)	3,132 (216)	3,132 (216)	3,132 (216)
2,262 (156)	2,262 (156)	2,262 (156)	2,262 (156)





MAST SPECIFICATIONS and RATED CAPACITIES

D/G 20S(E.P)-5 (PLUS)

Mast type	Maximum Fork Height		Maximum Lowered Height		Fully Extended Height		Free Lift		Rated Load Capacities D/G 20S(E.P)-5											
					With Load Backrest		With Load Backrest		Tilt Angle						Load Capacities					
									Single Pneu.		Double Pneu		Single Solid		Single Pneu.		Double Pneu		Single Solid	
									FWD	BWD	FWD	BWD	FWD	BWD	LC 500mm	LC 24in	LC 500mm	LC 24in	LC 500mm	LC 24in
	mm	in	mm	in	mm	in	mm	in	deg	deg	deg	deg	deg	deg	kg	lb	kg	lb	kg	lb
STD	2030	80	1575	62	3290	130	147	6	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000
	2580	102	1850	73	3840	151	147	6	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000
	2950	116	2035	80	4210	166	147	6	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000
	3230	127	2175	86	4490	177	147	6	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000
	3500	138	2425	95	4765	188	147	6	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000
	3800	150	2575	101	5065	199	147	6	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000
	3950	156	2650	104	5215	205	147	6	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000
	4350	171	2850	112	5615	221	147	6	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000
	4960	195	3150	124	6215	245	147	6	6	5	6	10	6	10	1900	3750	1925	3900	1975	4000
FF	2580	102	1850	73	3840	151	645	25	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000
	2950	116	2035	80	4210	166	830	33	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000
	3230	127	2175	86	4490	177	970	38	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000
	3600	142	2425	95	4865	192	1220	48	6	10	6	10	6	10	2000	4000	2000	4000	2000	4000
FFT	3900	154	1900	75	5165	203	695	27	6	8	6	8	6	8	2000	4000	2000	4000	2000	4000
	4290	169	2035	80	5570	219	830	33	6	8	6	8	6	8	2000	4000	2000	4000	2000	4000
	4730	186	2175	86	5990	236	970	38	6	8	6	8	6	8	1950	3950	1950	3950	2000	4000
	5560	219	2525	99	6815	268	1320	52	6	3	6	8	6	8	1650	3650	1825	3700	1875	3850
	6010	237	2675	105	7265	286	1470	58	6	3	6	8	6	5	1300	2900	1750	3550	1825	3700
	6500	256	2915	115	7760	306	1710	67	6	3	6	8	6	3	975	2200	1675	3450	1750	3550

D/G 25S(E.P)-5 (PLUS)

Mast type	Maximum Fork Height		Maximum Lowered Height		Fully Extended Height		Free Lift		Rated Load Capacities D/G 25S(E.P)-5											
					With Load Backrest		With Load Backrest		Tilt Angle						Load Capacities					
									Single Pneu.		Double Pneu		Single Solid		Single Pneu.		Double Pneu		Single Solid	
									FWD	BWD	FWD	BWD	FWD	BWD	LC 500mm	LC 24in	LC 500mm	LC 24in	LC 500mm	LC 24in
	mm	in	mm	in	mm	in	mm	in	deg	deg	deg	deg	deg	deg	kg	lb	kg	lb	kg	lb
STD	2030	80	1575	62	3290	130	147	6	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000
	2580	102	1850	73	3840	151	147	6	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000
	2950	116	2035	80	4210	166	147	6	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000
	3230	127	2175	86	4490	177	147	6	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000
	3500	138	2425	95	4765	188	147	6	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000
	3800	150	2575	101	5065	199	147	6	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000
	3950	156	2650	104	5215	205	147	6	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000
	4350	171	2850	112	5615	221	147	6	6	5	6	10	6	10	2500	5000	2500	5000	2500	5000
	4960	195	3150	124	6215	245	147	6	6	3	6	10	6	8	2075	4600	2450	4950	2500	5000
FF	2580	102	1850	73	3840	151	645	25	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000
	2950	116	2035	80	4210	166	830	33	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000
	3230	127	2175	86	4490	177	970	38	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000
	3600	142	2425	95	4865	192	1220	48	6	10	6	10	6	10	2500	5000	2500	5000	2500	5000
FFT	3900	154	1900	75	5165	203	695	27	6	8	6	8	6	8	2500	5000	2500	5000	2500	5000
	4290	169	2035	80	5570	219	830	33	6	5	6	8	6	8	2500	5000	2500	5000	2500	5000
	4730	186	2175	86	5990	236	970	38	6	3	6	8	6	8	2450	5000	2500	5000	2500	5000
	5560	219	2525	99	6815	268	1320	52	6	3	6	8	6	5	1525	3400	2325	4750	2400	4850
	6010	237	2675	105	7265	286	1470	58	6	3	6	8	6	3	1175	2600	2250	4550	2300	4700
	6500	256	2915	115	7760	306	1710	67	6	3	6	5	6	3	875	1950	2150	4400	1850	4200

D/G 30S(E.P)-5 (PLUS)

Mast type	Maximum Fork Height		Maximum Lowered Height		Fully Extended Height		Free Lift		Rated Load Capacities D/G 30S(E.P)-5											
					With Load Backrest		With Load Backrest		Tilt Angle						Load Capacities					
									Single Pneu.		Double Pneu		Single Solid		Single Pneu.		Double Pneu		Single Solid	
									FWD	BWD	FWD	BWD	FWD	BWD	LC 500mm	LC 24in	LC 500mm	LC 24in	LC 500mm	LC 24in
	mm	in	mm	in	mm	in	mm	in	deg	deg	deg	deg	deg	deg	kg	lb	kg	lb	kg	lb
STD	2030	80	1565	62	3290	130	152	6	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000
	2580	102	1840	72	3840	151	152	6	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000
	2950	116	2025	80	4210	166	152	6	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000
	3230	127	2165	85	4490	177	152	6	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000
	3500	138	2415	95	4765	188	152	6	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000
	3800	150	2565	101	5065	199	152	6	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000
	3950	156	2640	104	5215	205	152	6	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000
	4350	171	2840	112	5615	221	152	6	6	5	6	10	6	10	3000	6000	3000	6000	3000	6000
	4960	195	3140	124	6215	245	152	6	6	3	6	10	6	10	2525	5550	2900	5850	2975	6000
FF	2580	102	1840	72	3840	151	640	25	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000
	2950	116	2025	80	4210	166	825	32	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000
	3230	127	2165	85	4490	177	965	38	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000
	3600	142	2415	95	4865	192	1215	48	6	10	6	10	6	10	3000	6000	3000	6000	3000	6000
FFT	3900	154	1890	74	5165	203	690	27	6	8	6	8	6	8	2900	6000	2900	6000	2900	6000
	4290	169	2025	80	5570	219	825	32	6	8	6	8	6	8	2900	6000	2900	6000	2900	6000
	4730	186	2165	85	5990	236	965	38	6	3	6	8	6	8	2900	5950	2900	6000	2900	6000
	5560	219	2515	99	6815	268	1315	52	6	3	6	8	6	5	1850	4050	2750	5600	2825	5750
	6010	237	2665	105	7265	286	1465	58	6	3	6	5	6	3	1425	3200	2675	5450	2750	5600

D/G 33S(P)-5 (PLUS)

Mast type	Maximum Fork Height		Maximum Lowered Height		Fully Extended Height		Free Lift		Rated Load Capacities D/G 33S(P)-5													
					With Load Backrest		With Load Backrest		Tilt Angle						Load Capacities							
									Single Pneu.		Double Pneu		Single Solid		Single Pneu.		Double Pneu		Single Solid			
									FWD	BWD	FWD	BWD	FWD	BWD	LC 500mm	LC 24in	LC 500mm	LC 24in	LC 500mm	LC 24in		
	mm	in	mm	in	mm	in	mm	in	deg	deg	deg	deg	deg	deg	kg	lb	kg	lb	kg	lb		
STD	2030	80	1565	62	3290	130	152	6	6	10	6	10	6	10	3250	6500	3250	6500	3250	6500		
	2580	102	1840	72	3840	151	152	6	6	10	6	10	6	10	3250	6500	3250	6500	3250	6500		
	2950	116	2025	80	4210	166	152	6	6	10	6	10	6	10	3250	6500	3250	6500	3250	6500		
	3230	127	2165	85	4490	177	152	6	6	10	6	10	6	10	3250	6500	3250	6500	3250	6500		
	3500	138	2415	95	4765	188	152	6	6	10	6	10	6	10	3250	6500	3250	6500	3250	6500		
	3800	150	2565	101	5065	199	152	6	6	10	6	10	6	10	3250	6500	3250	6500	3250	6500		
	3950	156	2640	104	5215	205	152	6	6	10	6	10	6	10	3175	6500	3250	6500	3250	6500		
	4350	171	2840	112	5615	221	152	6	6	5	6	10	6	10	3175	6500	3250	6500	3250	6500		
	4960	195	3140	124	6215	245	152	6	6	3	6	10	6	8	2450	5400	3125	6350	3200	6500		
FF	2580	102	1840	72	3840	151	640	25	6	10	6	10	6	10	3250	6500	3250	6500	3250	6500		
	2950	116	2025	80	4210	166	825	32	6	10	6	10	6	10	3250	6500	3250	6500	3250	6500		
	3230	127	2165	85	4490	177	965	38	6	10	6	10	6	10	3250	6500	3250	6500	3250	6500		
	3600	142	2415	95	4865	192	1215	48	6	10	6	10	6	10	3250	6500	3250	6500	3250	6500		
FFT	3900	154	1890	74	5165	203	690	27	6	8	6	8	6	8	3250	6500	3250	6500	3250	6500		
	4290	169	2025	80	5570	219	825	32	6	5	6	8	6	8	3250	6500	3250	6500	3250	6500		
	4730	186	2165	85	5990	236	965	38	6	3	6	8	6	8	2900	6300	3175	6450	3250	6500		
	5560	219	2515	99	6815	268	1315	52	6	3	6	8	6	5	1750	3950	2975	6050	3050	6200		
	6010	237	2665	105	7265	286	1465	58	6	3	6	5	6	3	1350	3050	2875	5850	2950	6050		

D/G 35C-5 (PLUS)

Mast type	Maximum Fork Height		Maximum Lowered Height		Fully Extended Height		Free Lift		Rated Load Capacities D/G 35C-5													
					With Load Backrest		With Load Backrest		Tilt Angle						Load Capacities							
									Single Pneu.		Double Pneu		Single Solid		Single Pneu.		Double Pneu		Single Solid			
									FWD	BWD	FWD	BWD	FWD	BWD	LC 500mm	LC 24in	LC 500mm	LC 24in	LC 500mm	LC 24in		
	mm	in	mm	in	mm	in	mm	in	deg	deg	deg	deg	deg	deg	kg	lb	kg	lb	kg	lb		
STD	1800	71	1565	62	3060	120	152	6	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000		
	2350	93	1840	72	3610	142	152	6	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000		
	2720	107	2025	80	3980	157	152	6	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000		
	3000	118	2165	85	4260	168	152	6	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000		
	3495	138	2415	95	4760	187	152	6	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000		
	3655	144	2565	101	4915	194	152	6	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000		
	3805	150	2640	104	5065	199	152	6	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000		
	4205	166	2840	112	5465	215	152	6	6	8	6	10	6	10	3425	6950	3425	6950	3500	7000		
	4805	189	3140	124	6065	239	152	6	6	3	6	8	6	8	3250	6650	3275	6650	3375	6850		
FF	2350	93	1840	72	3610	142	640	25	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000		
	2720	107	2025	80	3980	157	825	32	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000		
	3000	118	2165	85	4260	168	965	38	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000		
	3495	138	2415	95	4755	187	1215	48	6	10	6	10	6	10	3500	7000	3500	7000	3500	7000		
FFT	3555	140	1890	74	4815	190	690	27	6	8	6	8	6	8	3400	7000	3400	7000	3400	7000		
	3960	156	2025	80	5220	206	825	32	6	8	6	8	6	8	3400	7000	3400	7000	3400	7000		
	4380	172	2165	85	5640	222	965	38	6	5	6	8	6	8	3375	6850	3375	6850	3400	7000		
	4820	190	2335	92	6085	240	1135	45	6	3	6	8	6	8	3250	6600	3250	6650	3350	6800		
	5205	205	2515	99	6465	255	1315	52	6	3	6	8	6	5	2600	5800	3150	6450	3250	6600		
	5655	223	2665	105	6915	272	1465	58	6	3	6	5	6	3	1975	4450	3050	6200	3150	6400		

Doosan Industrial Vehicle America Corp.
2905 Shawnee Industrial Parkway,
Suwanee, GA 30024 U.S.A.
Tel : 770-831-2200
Fax : 770-831-2250

AUTHORIZED DEALER

Product and specifications are subject to improvement and change without notice.

198

Extremely Urgent

Call 1-800-PICK-UPS® (1-800-742-5877) or visit ups.com®.

This box is for use with the following services: UPS UPS UPS UPS

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Appl

Bid Name: Heavy Equipment for Jefferson County Precint No. 3

Bid No: IFB 17-047/JW

Due: 11am CDT 01/23/18

Deliver to: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

RECEIVED 11:24 PM JAN 22 2018

Delivered In-Person - Not via UPS on Associated Supply Company, Inc.

Large Box
(18" x 13" x 3")

Shipping Notice — Carriage hereunder may be subject to the rules relating to liability and other terms and/or conditions established by the Convention for the Unification of Certain Rules Relating

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

December 18, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-047/JW, Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey) for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

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

BID NO: **IFB 17-047/JW**

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

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

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

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

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

Table of Contents 1
Instructions to Bidders 2
General Conditions of Bidding and Terms of Contract 6
Special Requirements/Instructions 16
Minimum Specifications 20
Bidder Information Form 27
Offer to Contract Form 28
Acceptance of Offer Form 29
Bid Form 30
Vendor References Form 37
Signature Page 38
Conflict of Interest Questionnaire 39
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY) 40
Good Faith Effort Determination Checklist 41
Notice of Intent 42
HUB Subcontracting Participation Declaration Form 43
Residence Certification/Tax Form 47
Bid Affidavit 48
Technical Specifications ..... APPENDICES A-K

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

1. Bid Submission

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

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

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

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

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

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

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

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

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

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. County Holidays – 2017:

December 25 & 26	Monday & Tuesday	Christmas

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 a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

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

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

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

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

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

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

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

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

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

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

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

4. Multiple Vendor Award

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

5. Delivery

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

6. Payment

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

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

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

7. Usage Reports

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

8. Insurance

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

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

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

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

Minimum Insurance Requirements

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

9. Workers' Compensation Insurance

9.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Minimum Specifications

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

Scope

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

BRAND REFERENCE

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

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

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

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

▪ Bid Item 1: Reclaimer/Stabilizer:

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

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

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

For full technical specifications for this bid item, see **APPENDIX A.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX A.

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

▪ Bid Item 2. Motor Grader:

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

For full technical specifications for this bid item, see **APPENDIX B.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX B.

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

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

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

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

For full technical specifications for this bid item, see **APPENDIX C.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX C.

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

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

▪ Bid Item 4. Pneumatic Roller:

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

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

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

For full technical specifications for this bid item, see **APPENDIX D.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX D.

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

▪ Bid Item 5. Wheel Loader:

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

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

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

For full technical specifications for this bid item, see **APPENDIX E.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX E.

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

▪ Bid Item 6. Vibratory Tandem Roller:

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

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

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

For full technical specifications for this bid item, see **APPENDIX F.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX F.

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

▪ Bid Item 7. Single Drum Padfoot Roller:

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

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

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

For full technical specifications for this bid item, see **APPENDIX G.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX G.

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

▪ Bid Item 8 (A). Hydraulic Excavator:

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

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

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

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:
- Keeping an Operator/Safety Manual available to the operator of the product.
- Using the product in accordance with the Operator/Safety Manual.
- Releasing the product for warranty work.
- Reporting accidents immediately to Manufacturer
- Using the product for safe, approved applications and using only approved accessories.
- Complying with factory initiated Field Campaigns.
- Using only approved components for maintenance and replacement parts.
- Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

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

For full technical specifications for this bid item, see **APPENDIX H.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

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

▪ Bid Item 8 (B). Hydraulic Excavator:

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

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

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

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:
- Keeping an Operator/Safety Manual available to the operator of the product.
- Using the product in accordance with the Operator/Safety Manual.
- Releasing the product for warranty work.
- Reporting accidents immediately to Manufacturer
- Using the product for safe, approved applications and using only approved accessories.
- Complying with factory initiated Field Campaigns.
- Using only approved components for maintenance and replacement parts.
- Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

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

For full technical specifications for this bid item, see **APPENDIX H.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

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

▪ Bid Item 9. Tractor:

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

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

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

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

For full technical specifications for this bid item, see **APPENDIX I.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX I.

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

▪ Bid Item 10. Tractor with Side Mower:

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

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

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

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

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

For full technical specifications for this bid item, see **APPENDIX J.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX J.

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

▪ Bid Item 11. Pneumatic Tire Forklift:

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

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

For full technical specifications for this bid item, see **APPENDIX K.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX K.

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

Bidder Information Form

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

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

Bidder's Company/Business Name: BEAUMONT TRACTOR CO.

Bidder's TAX ID Number: 76-0452736

Contact Person: KYLE LEE **Title:** OUTSIDE SALES

Phone Number (with area code): 409-866-3360

Alternate Phone Number if available (with area code): 409-790-5348

Fax Number (with area code): 409-866-5884

Email Address: KYLE@BEAUMONTTRACTOR.COM

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

4430 COLLEGE ST.
Address

BEAUMONT, TX. 77707
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:

Beaumont Tractor Co.
Company Name

4430 College St.
Address

Beaumont Tx. 77707
City State Zip

Kyle Lee
Signature of Person Authorized to Sign

Kyle Lee
Printed Name

Outside Sales
Title

For clarification of this offer, contact:

Kyle Lee
Name

409-866-3360 409-866-5884
Phone Fax

kyle@beaumonttractor.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

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

Countersigned:

_____ _____

Jeff R. Branick
County Judge

Date

Attest:

_____

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

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

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

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

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

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

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

Bid Form (Continued)

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

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

Bid Form (Continued)

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

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

Bid Form (Continued)

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

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

Bid Form (Continued)

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

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

Bid Form (Continued)

Item No.	Item Description	Bid Price
9	John Deere 5065E Utility Tractor OOS 4WD or Equivalent	$ 30,850 . 00
		Trade-In Value
Trade-In Value for used & flood-damaged: Ford 5000 Tractor		$ 1000 . 00
Total Bid Price (Minus Trade-In Value) $ 29,850. 00		
Projected Delivery Lead Time from Date of Purchase:	30 DAYS weeks	
Equivalent Item Description (Make & Model) for Item No. 9: Kubota M7060 HD 12		

Item No.	Item Description	Bid Price
10	John Deere 5085E Utility Tractor Cab 4WD (with Alamo Side Mower) or Equivalent	$ 73,500 . 00
		Trade-In Value
Trade-In Value for used & flood-damaged: Case 685 Tractor with Alamo Versa Side Mower		$ 1000 . 00
Total Bid Price (Minus Trade-In Value) $ 72,500.00 .		
Projected Delivery Lead Time from Date of Purchase:	120 DAYS weeks	
Equivalent Item Description (Make & Model) for Item No. 10: Kubota M5-091 HDC12, + TERRAIN KING Ditch mower		

Bid Form (Continued)

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

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Beaumont

Address: 4955 Capitol Dr. Beaumont, TX. 77705

Contact Person and Title: Jeff Harville Fleet Manager

Phone: 409-842-5885 Fax: 409-842-0851

Email Address: Jeff.Harville@Beaumont Texas.Gov Contract Period:

Scope of Work:

REFERENCE TWO

Government/Company Name: Tyler County Precinct #1

Address: 300 West Bluff Woodville, Tx. 75979

Contact Person and Title: Martin Nash Commissioner

Phone: 409-283-7296 Fax: 409-283-6307

Email Address: nashcnt@Hotmail.com Contract Period:

Scope of Work:

REFERENCE THREE

Government/Company Name: Jefferson County Precinct #2

Address: 7759 Viterbo Rd. Ste. 1 Beaumont, Tx. 77705

Contact Person and Title: Mike Trahan Road Superintendent

Phone: 409-727-2173 Fax: 409-722-1916

Email Address: mtrahan@co.jefferson.tx.us 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.

PIEDMONT TRACTOR CO.	Kyle Lee
Bidder (Entity Name)	Signature
4430 College St.	KYLE LEE
Street & Mailing Address	Print Name
PIEDMONT, TX. 77207	1/22/18
City, State & Zip	Date Signed
409-866-3360	409-866-5884
Telephone Number	Fax Number
KYLE@PIEDMONTTRACTOR.COM	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

BEAUMONT TRACTOR CO.

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

Kyle Lee
Signature of vendor doing business with the governmental entity

1/22/18
Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted ..... Description of Gift .....

Date Gift Accepted ..... Description of Gift .....

Date Gift Accepted ..... Description of Gift .....

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

☐ Yes	☑ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☑ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☑ No	3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☑ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
☐ Yes	☑ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	☐ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

KYLE LEE	Kyle Lee
Printed Name of Authorized Representative	Signature
Outside Sales	1/22/18
Title	Date

Bidder Shall Return Completed Form with Offer.

VENDOR is Not A HEEB DEALER

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: BEAUMONT TRACTOR CO. HUB: p Yes p No

Address: 4430 College St. BEAUMONT TX. 77707
Street City State Zip

Phone (with area code): 409-866-3360 Fax (with area code): 409-866-5884

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
Kyle Lee	Kyle Lee	1/22/18
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): KYLE LEE

Title: Outside Sales

Signature: Kyle Lee

Date: 1/18/18

E-mail address: KYLE@BEAUMONTTRACTOR.COM

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

Name (print or type): PAULA ADAMS

Title: Accounts Rec.

Date: 1/18/18

E-mail address: ACCOUNTING@BEAUMONTTRACTOR.COM

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

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

☑ I certify that Beaumont Tractor Co. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	76-0452736
Company Name submitting bid/proposal:	Beaumont Tractor Co. Inc
Mailing address:	4430 College St. Beaumont, TX. 77707
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Kyle Lee (name), who

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

"I, Kyle Lee (name) am a duly authorized officer of/agent

for Beaumont Tractor Company (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Beaumont Tractor Company (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: Beaumont Tractor Company
4430 College St Beaumont, TX 77707

Fax: 409-866-5884 Telephone# 409-866-3360

by: Kyle Lee (print name) Title: Sales

Signature: Kyle Lee

SUBSCRIBED AND SWORN to before me by the above-named
Kyle Lee on

this the 22 day of January, 2018.

PAULA ADAMS
My Notary ID # 10923094
Expires May 23, 2021

Paula Adams
Notary Public in and for
the State of Texas

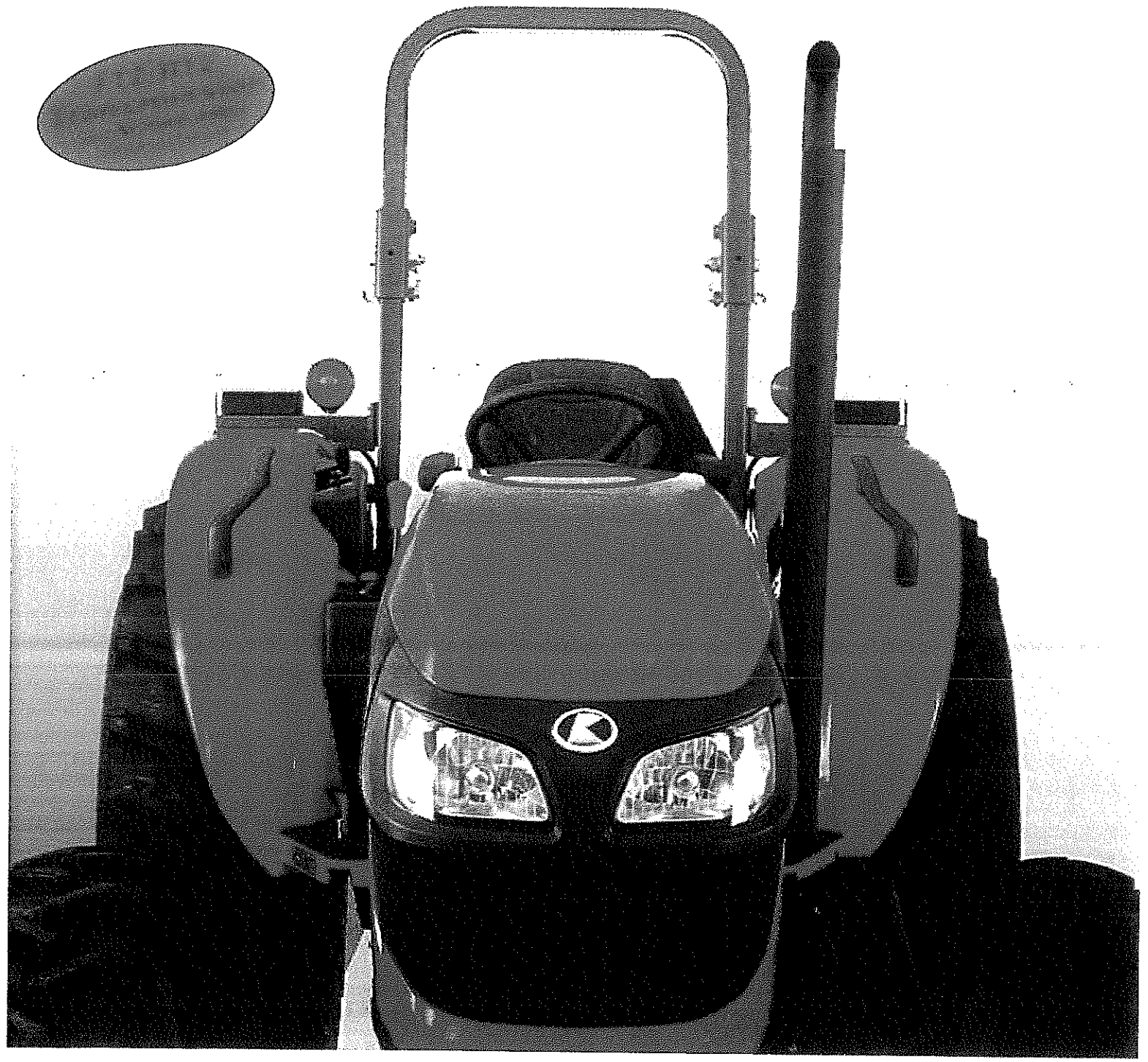
Bidder Shall Return Completed Form with Offer.

Kubota

KUBOTA DIESEL TRACTOR

M6060/M7060

The new M6060/M7060 deliver optimal performance and easy operation with new clean emissions engines and enhanced ergonomics.



NEW M



New clean and powerful engine

Kubota's revolutionary Common Rail System (CRS) with Exhaust Gas Recirculation system (EGR) and Diesel Particulate Filter (DPF) Muffler combine more torque at low RPM with less emissions and better fuel efficiency.

Advanced Tractors Designed and Built With You and the Environment in Mind.



F8/R8 or F12/R12 transmissions*

Two powerful transmissions are available to meet your needs. Whichever you choose, you'll get smooth and comfortable shifting performance.
**Factory option on M7060 4WD only.*

Introducing the new M6060 and M7060 tractors. These new top-of-the-line M-Series tractors have been redesigned and re-equipped with advanced features including Common Rail System (CRS) with Exhaust Gas Recirculation system (EGR) and Diesel Particulate Filter (DPF) Muffler for powerful yet clean and economical performance, and a more ergonomically designed Cab for easier operation, giving you the confidence you deserve to tackle tough jobs with ease, while still being gentle on the environment. Work hard, but do it with absolute pride with the new M6060/M7060.

KUBOTA DIESEL TRACTOR

M6060/M7060

Kubota's clean low-noise engine delivers performance.

NEW ENG

Kubota New Engine with Common Rail System (CRS)

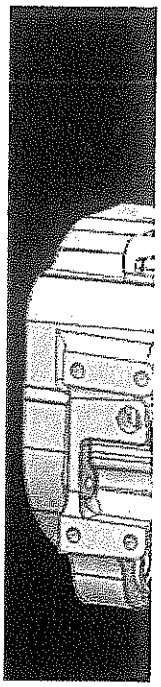
M6060: 56 PTO HP

M7060: 64 PTO HP



Low Noise and Low Vibration

To help reduce operator fatigue and stress, the V3307 CRS engine has been specially designed to minimize noise and vibration. This is accomplished through several innovative technologies. Noise is reduced through a ladder frame crankshaft support, giving the engines a stiffer structure and thus lower noise. Also a gear train on the flywheel side reduces the gear chattering noise caused by crankshaft torsion. Vibration is lowered through the application of compact, built-in balancers.

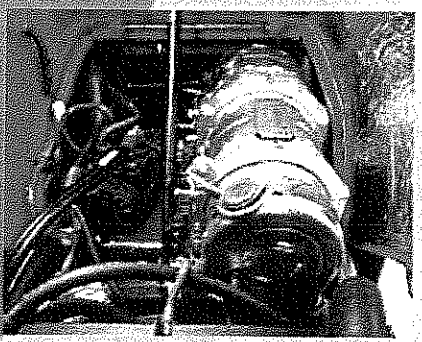


Constant RPM Management

The M6060/M7060 engine features a new electronic control of engine RPM. Activating the system keeps engine revolution nearly constant with a push of the switch, preventing a reduction in PTO speed and enabling stable operation. It makes working with PTO-driven implements much more efficient.

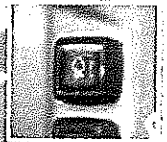
Tier IV Emission Regulations

The V3307 CRS engine for M6060/M7060 complies with Tier IV EPA emission regulations.



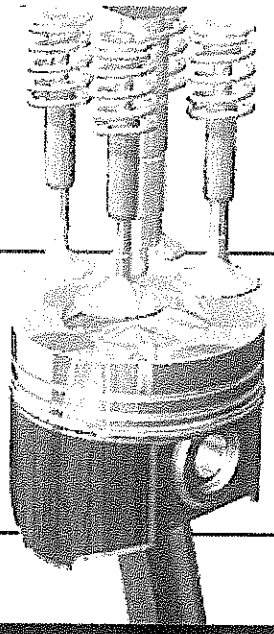
Diesel Particulate Filter (DPF) Muffler



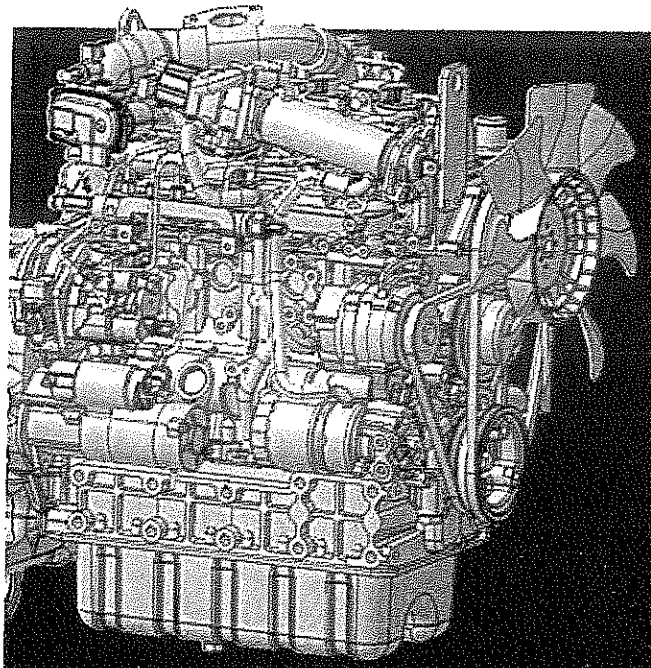


**Constant RPM Management Switch*

INE



4-valve, Center-Direct Injection System

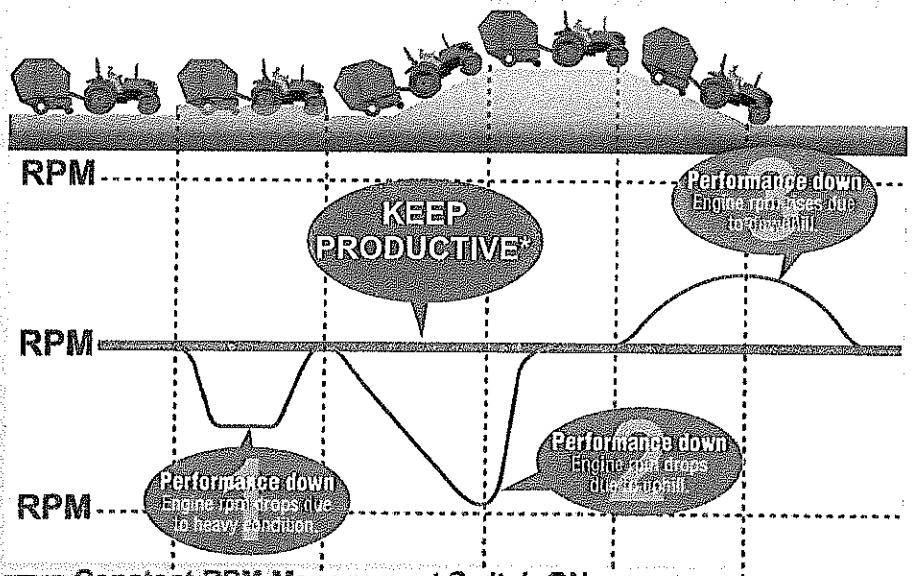


Common Rail System (CRS) with Exhaust Gas Recirculation system (EGR) and Diesel Particulate Filter (DPF) Muffler

The CRS electronically controls the timing and amount of injected fuel providing high-pressure injections in stages, rather than all at once for an optimal combustion rate that results in greater efficiency, better fuel economy and less engine noise. Its combination with the Diesel Particulate Filter (DPF) Muffler and Exhaust Gas Recirculation system (EGR) reduces emissions to meet the latest emission regulations.



• Keep Productive At Your Farm By Using Constant RPM Management



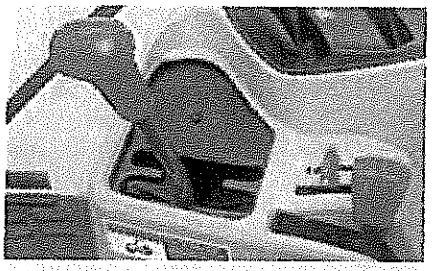
*The engine speed drops when the load exceeds the engine performance.

Note:
In an mechanically-controlled engine, the engine speed changes according to increases and decreases in the load. For example, when working in a hilly area, the load increases and engine speed drops while ascending a slope, and conversely the load drops when descending. These changes in engine speed affect the travel speed and PTO-driven implements. In order to minimize these effects, the operator must make fine adjustments to the travel speed and hand throttle lever.
When the Constant RPM Management switch is turned "On", the engine speed will be kept nearly constant in response to a certain level of work fluctuations. This improves the accuracy of work without the need for troublesome manipulation of the travel speed and hand throttle lever.
There is a limit to the range within which a constant speed can be maintained. If a load exceeding the engine performance is applied, the engine speed will drops. The purpose of Constant RPM Management is not to increase the engine power.

A choice of two transmissions gives you the tractor performance you need with less hassle.

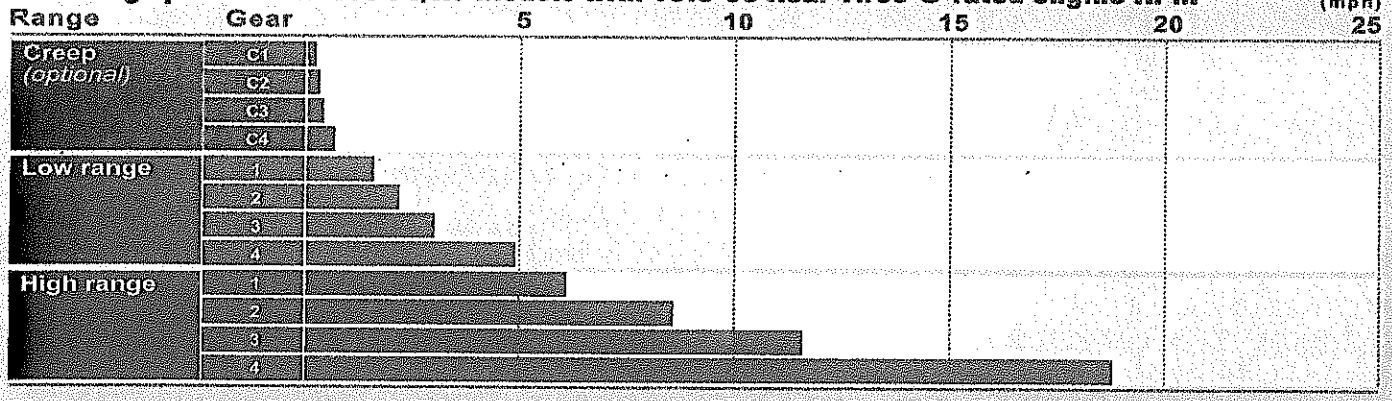
TRANSMIS

F8/R8 Transmission
The synchronized four speeds of the main shift and a high/low range supply tractors with 8 Forward and 8 Reverse speeds.

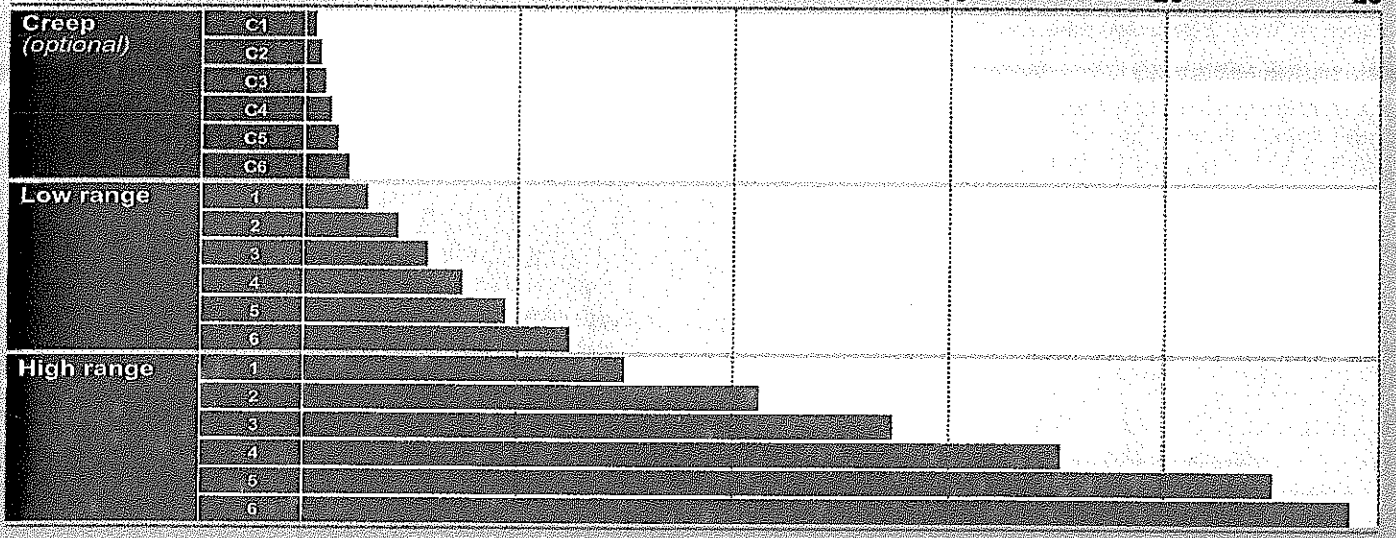


F12/R12 Transmission (Factory option on M7060HD/HDC models)
For heavy-duty work such as plowing, hay work and heavy trailer applications M7060HD/HDC models can be equipped with an F12/R12 transmission. This transmission features six speeds of the main shift and a high/low range giving it a total of 12 Forward and 12 Reverse speeds.

Traveling speed for M7060 F8/R8 Models with 16.9-30 Rear Tires @ rated engine RPM



Traveling speed for M7060 F12/R12 Models with 16.9-30 Rear Tires @ rated engine RPM*



*When H6 gear is selected, over drive function limits the maximum engine revolutions at 1960 rpm for better fuel economy.

SION

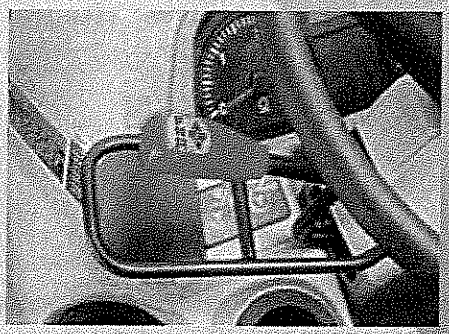


Over Drive (F12/R12 models only)

When H6 gear is selected, over drive function limits the maximum engine revolutions at 1960 rpm for better fuel economy.

Hydraulic Shuttle

Better than ever, our Hydraulic Shuttle for the M6060/M7060 makes shifting between forward and reverse smooth and effortless. With the Hydraulic Shuttle, a column-mounted lever, conveniently located next to the steering wheel, does all the work. Boost productivity, especially while using loaders, by eliminating the need to depress the clutch every time you change directions.



Hydraulic Wet Disc Brakes (F12/R12 models only)

To decrease operator effort and increase overall tractor longevity, M7060 F12/R12 models now come standard with Hydraulic Wet Disc Brakes. These brakes require less pedal effort and retain high performance efficiency even after repeated heavy-duty work.

Transmission Parking Lock (F12/R12 models only)

The parking lock can be operated with the main shift lever for easier operation. This lock is highly durable and reliable, providing precise parking on any terrain*.



Multiple Wet Disc Clutch

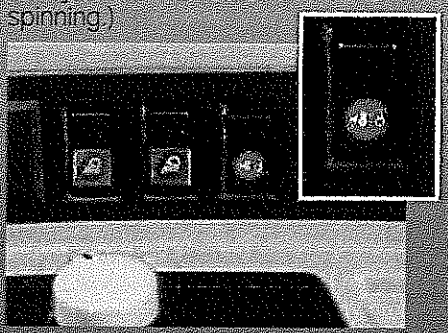
The multi-plate wet disc clutch provides durability and a long operating life.

Limited Slip Differential

Limited Slip Differential on the front helps you maintain a stable travel speed should the drive wheel on either side of the tractor slip. A standard feature on the M7060 4WD models, Limited Slip Differential is perfect when reliable traction is essential.

Easy to shift 4WD Engagement

Switching the 4-wheel drive on and off is easy and quick, and done with one simple switch (Electro-Hydraulic on the go) for F12/R12 models and one simple lever (Mechanical on the go) for F8/R8 models. Best of all, there's no need to stop the tractor even when moving out of a field onto a road, so you can stay productive. The 4WD indicator on the LED readout lets you know you're in 4WD. (Do not engage while carrying heavy loads, or when rear wheel is spinning.)



More space and more visibility make our Cab a great place to work.

ULTRA GRAND

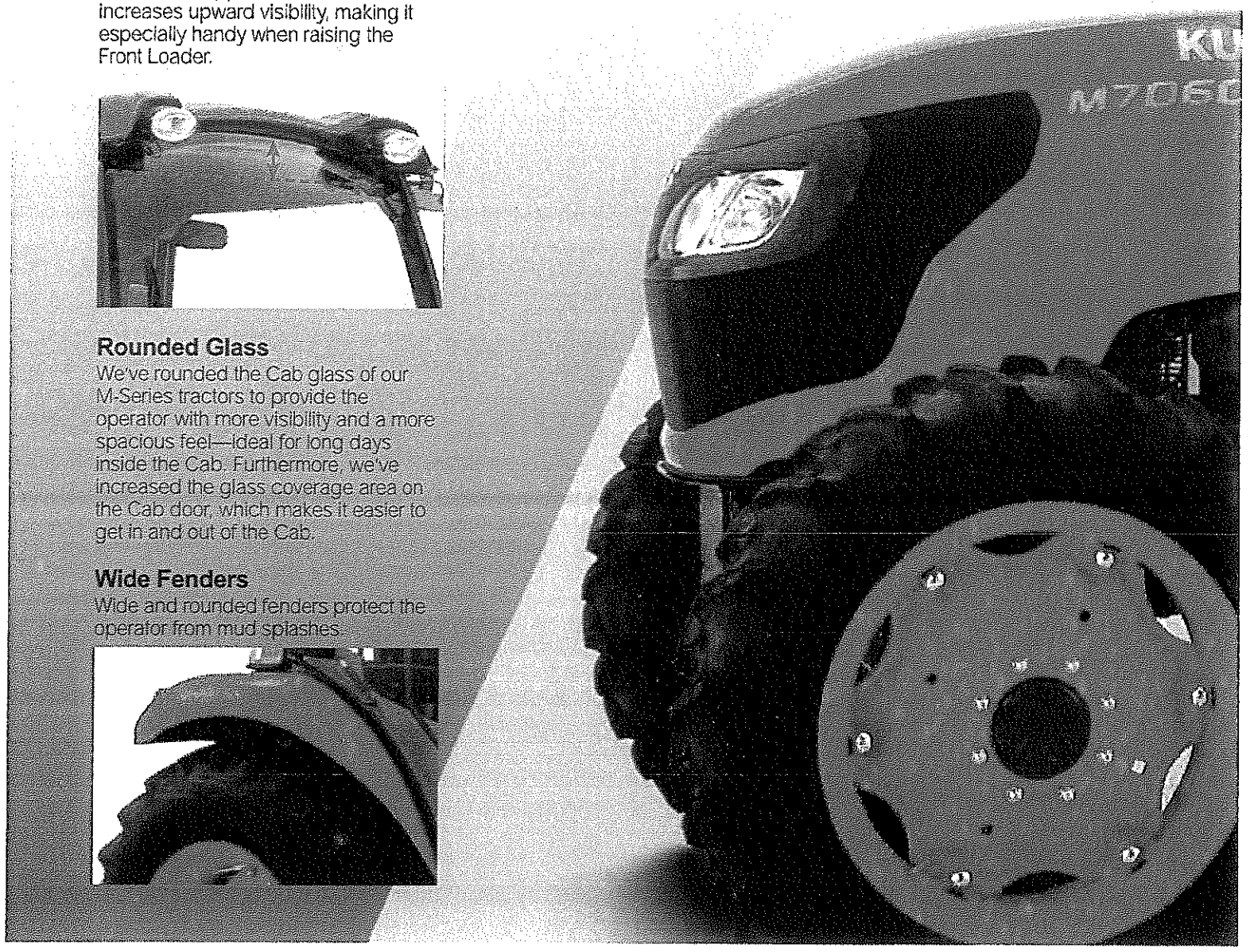
Ultra Grand Cab
The innovative and stylish design of the new M6060/M7060 Cab gives the operator more comfortable and spacious environment year around.

Curved Upper Windshield
The curved upper windshield increases upward visibility, making it especially handy when raising the Front Loader.

Rounded Glass
We've rounded the Cab glass of our M-Series tractors to provide the operator with more visibility and a more spacious feel—ideal for long days inside the Cab. Furthermore, we've increased the glass coverage area on the Cab door, which makes it easier to get in and out of the Cab.

Wide Fenders
Wide and rounded fenders protect the operator from mud splashes.

Front Wiper
To increase operator visibility on rainy days, the M-Series has a pantograph style front wiper. The unique design of this wiper gives it a wider coverage area.



CAB



A spacious and ergonomically designed Cab brings comfort to the workplace.

COMFORT

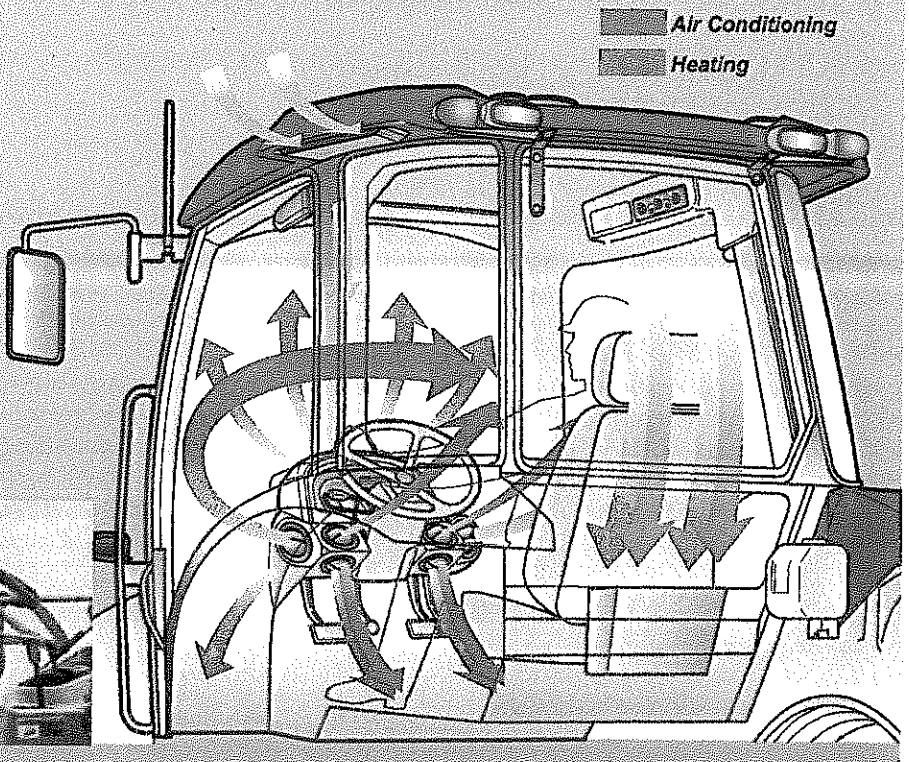
New Functional Platform
The M6060/M7060 Cab has been redesigned for better ergonomics. All levers (except the 4WD lever) and electrical switches are located on the right side for easy access and continuous operations.



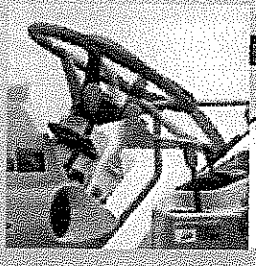
Comfortable Seat
Specifically designed to absorb shock and reduce operator fatigue. Standard reclining function and arm rests further enhance comfort, and ROPS models feature a handy holder in the seat-back to store manuals. For greater shock-absorbing performance, Cab models can be optionally equipped with the air-ride seat suspension.

Cab Headroom
The arched beam in the front of the Cab and relocated A/C components allow M6060/M7060 to extend the height of the roof. This feature not only increases headroom, it also increases overall visibility, especially while using the loader.





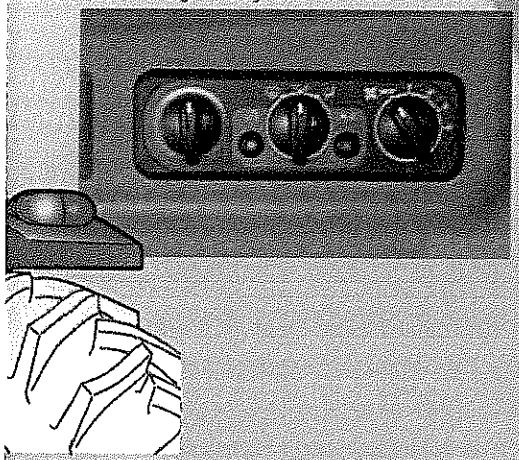
Easy-Step Tilt Steering Wheel
The steering wheel of the cab gets out of the way when the operator is dismounting the tractor. Just step on a pedal and raise the steering wheel to its original position.

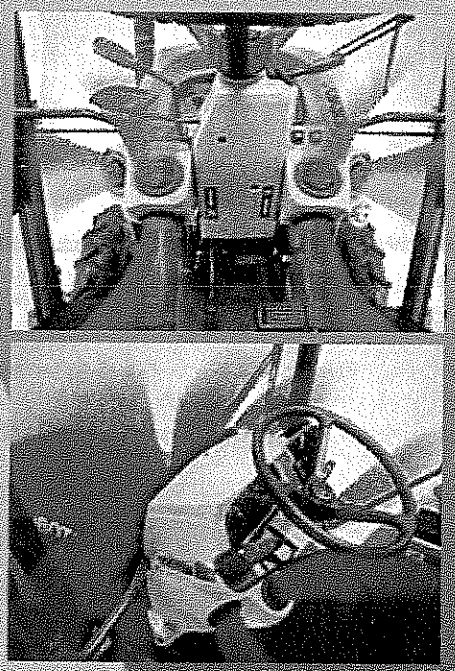




Heater/Air Conditioner

The heating and cooling unit is now located under the seat. The overall air circulation in the Cab has been optimized by the Cab's rounded glass as well as by placing the air outlets in the dash tower to keep you cooler on hot summer days and warmer on cold winter days, for year around comfort.





Air is circulated throughout the windshield to prevent icing, frosting and fogging.

Standard Equipment

- Front halogen work lights
- Front windshield wiper and washer
- Rear halogen work lights
- Interior dome light
- External left and right mirrors
- Sun visor
- Cup holder
- Cigarette lighter
- 7-pin trailer coupler
- 3-pin 12V coupler

Options

- Rear wiper and washer
- Rear defroger
- 100 amp alternator
- Air ride seat suspension
- CD/radio with weather band
- Cassette radio with weather band

Long-lasting strength, durability and reliability to endure and tackle just about various jobs with ease.

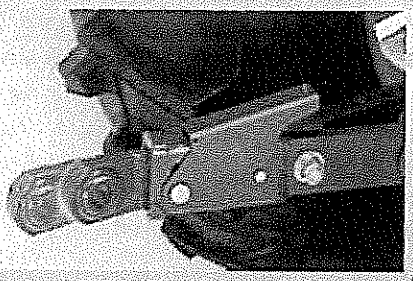
HEAVY D

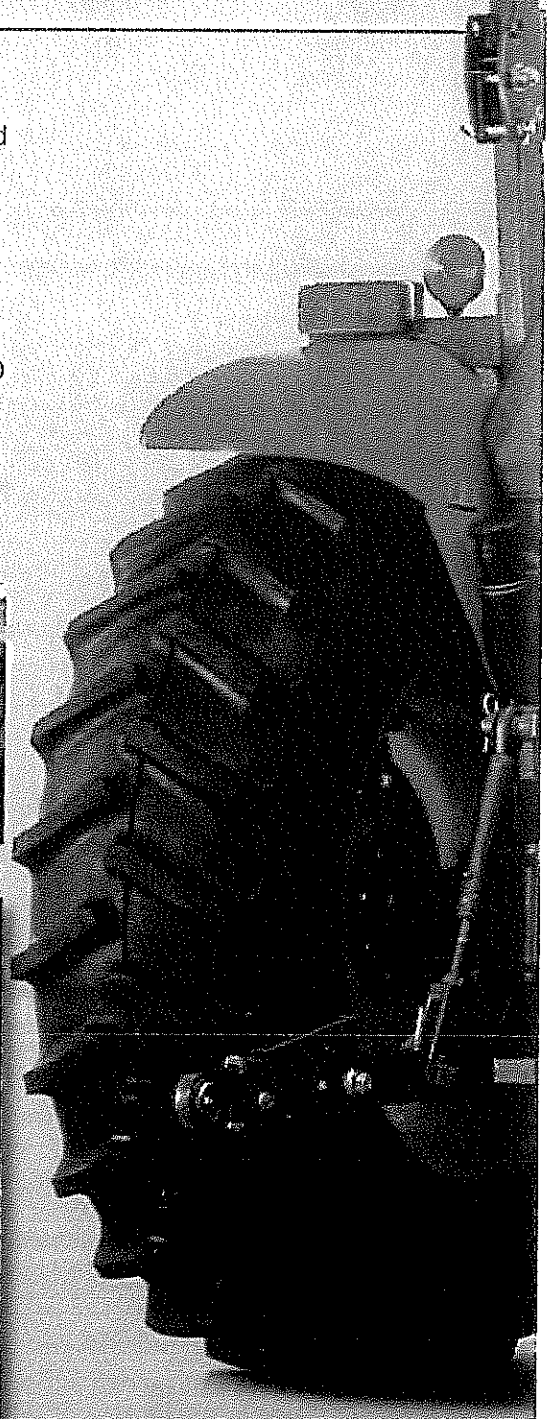
Hydraulics
The hydraulics on the M-Series are state-of-the-art. External hydraulic cylinders improve the lifting power and offer easier maintenance. The M6060/M7060 offers a large pump capacity (hitch and remote) of 16.2 gpm for F12/R12 models. As a result, the front loader cycle times are short, increasing productivity and facilitating operation. One (SCD) hydraulic remote valve is standard, with the option to add up to 2 more, plus an optional flow control valve to control the oil flow volume.

Hydraulic Independent PTO
Pulling, lifting, cutting or baling; the hydraulic independent PTO makes your toughest work easier. Self-modulation engagement with an Electric PTO Switch means implements like a rear cutter engage smoothly. The PTO brake engages when the clutch is shut off and securely holds the PTO shaft. The PTO clutch can be hydraulically engaged and disengaged on the go. This means mowing, operating hay equipment or spraying orchards are all made more efficient.

3-Point Hitch
The Category I / II 3-point hitches provide fast and simple attachment of rear-mounted implements. On the M6060 and M7060 it is 3307lbs (1500kg).

Telescopic Lower Link Ends
The telescopic lower link ends, standard on M6060/M7060 models, further facilitate implement attachment.

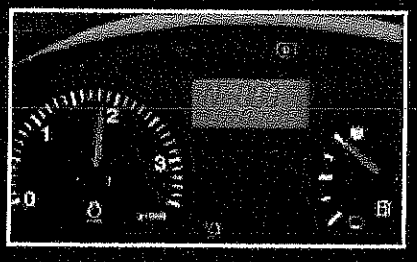


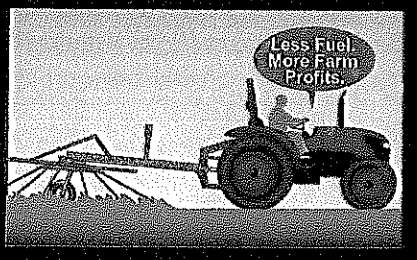


Fuel Saving Economy PTO

F12/R12 models offer standard 540/540E PTO (Optional for F8/R8 models). For economy PTO operation, change the lever for 540E position. Engine is run at lower RPM to save fuel and reduce operating noise while still turning PTO shaft at 540 RPM. Engine speed is limited to 2132 RPM by economy PTO operation.



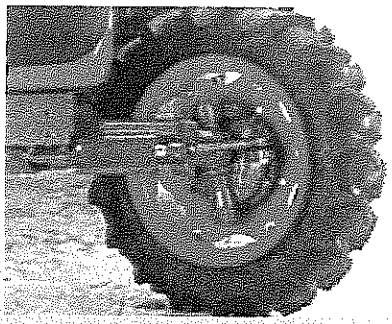




UTY

Bevel-Gear Front Axle

The bevel-gear front axle provides the M6060/M7060 with greater all-around maneuverability. It enables M6060/M7060 tractors to achieve a tighter turning radius than ever before--an amazing 55 degrees. This makes easy work of jobs in tight spaces. Limited Slip Differential on the front and Differential Lock on the rear are standard features, offering increased stability and traction on challenging ground conditions.



The M-Series Front Loader puts power and liftability front and center.

FRONT LO

Powerful Design

The Kubota M-Series Front Loader provides superior lifting power, perfect for farm use. The loader has also been fully integrated into the tractor design with a slanted boom to match the tractor's hood. This not only gives the M-Series a sleeker look it supplies the operator with more visibility and clearer sight lines to the bucket and loader sides.

Lifting Power and Height

Two separate boom cylinder fulcrum points (Power position and Height position) give you the option to increase the M-Series Front Loader lifting power or height based on your needs. When using the pallet fork or bale spear operators have the option to set the fulcrum to give more height. For bucket work, the lower setting offers more power.

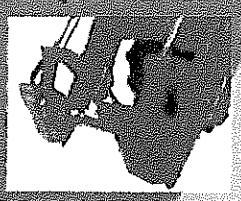


4-Bar Linkage

Thanks to the 4-bar bucket linkage, the rollback and dumping angle has been increased for quicker scooping and dumping.

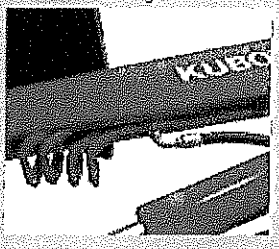
2-Lever Quick Coupler

This standard M-Series feature makes attaching buckets, bale spears and pallet forks quick and easy.



Protected Cylinder Tubes

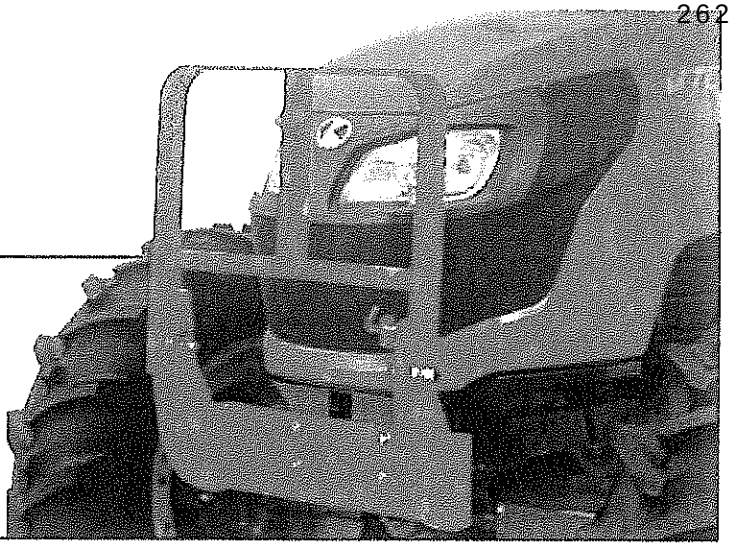
To better protect the tractor hydraulics and offer the operator more visibility, the hydraulic tubes are neatly tucked inside the loader boom. Hydraulic tube covers further provide protection from wear and tear.



Frame

The frame of the front loader maintains its sturdy, thick steel frame, but its design has been simplified by removing braces and connectors. This helps to lessen effort and shorten the time it takes to attach the loader and offers increased visibility.

ADER



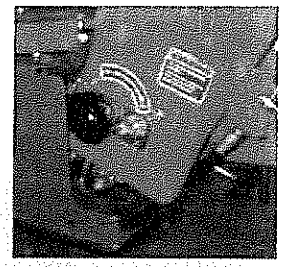


Joystick Control

Located in front of the control console for easy access, the joystick offers you the ability to control the movement and speed of the loader with a single lever. The Series Circuit makes simultaneous boom and bucket operation possible, while the Regenerative Bucket Dump Circuit enables quick dumping for efficient operation with quick cycle times.

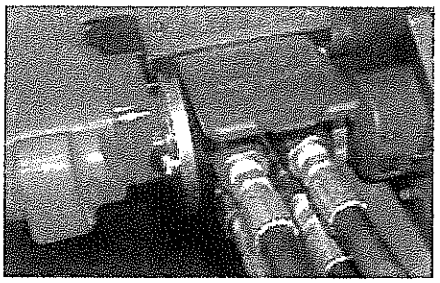
Kubota Shockless Ride (KSR)

The KSR absorbs loader shock and reduces operator fatigue. This option is perfect if your tasks include a great deal of tight turns or lifting and dumping of heavy loads. It effectively takes the "bounce" out of handling round bales.



Single-Lever Hydraulic Quick Coupler

The optional quick coupler allows the operator the ability to attach all four hoses at once. This makes attaching and detaching quick and easy.



3rd Function Valve

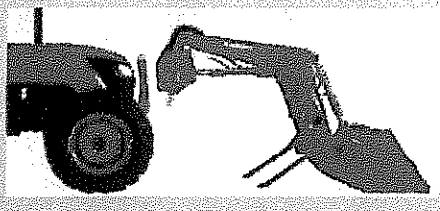
The optional 3rd function valve broadens the scope of the front loader operation by enabling the use of a grapple bucket and various other hydraulically controlled attachments. The 3rd function valve can be activated with buttons located on the grip of the joystick.

Rubber Caps

Rubber caps prevent grease drips helping to keep the operator's clothes clean. The caps also give the loader a more appealing look.

Quick-Mount Attach/Detach

Attach or detach the front loader quickly without the use of tools. The boom stands and mounting pins make this task a snap, allowing an extra measure of productivity and tractor versatility.



Model		LA1154	
Tractor Applications		M6060, M7060	
Boom Cylinder Fulcrum		Height position	Power position
Maximum Lift Height (Pivot Pin)	in. (mm)	132.7 (3370)	117.2 (2977)
Clearance w/Attachment Dump	in. (mm)	101.5 (2577)	85.5 (2172)
Reach @ Maximum Height	in. (mm)	18.0 (458)	35.9 (911)
Maximum Dump Angle	degrees	43	60
Reach w/Attachment on Ground	in. (mm)	76.7 (1947)	
Maximum Rollback Angle	degrees	43	
Digging Depth (When Bucket is Level)	in. (mm)	5.3 (134)	4.4 (111)
Overall Height in Carry Position	in. (mm)	61.9 (1573)	
Material Bucket Width / Capacity (Heaped)	in. /cu.ft.(m^3)	72 / 19.43 (0.55)	
Lift Capacity (Bucket Center)	lbs. (kg)	2326 (1055)	2536 (1150)
Lift Capacity to Maximum Height at Pivot Pin	lbs. (kg)	2469(1120)	2928(1328)
Raising Time to Full Height w/out Load [*1]	second	4.7	
Lowering time w/out Load (powerdown) [*1]	second	3.6	
Attachment Rollback Time	second	3.0	
Attachment Dumping Time	second	2.8	

[*1]w/Standard valves.

Specifications

Model			M6060		M7060	
			2WD	4WD	2WD	4WD
ROPS / CAB			HFC	HD / HDC	HFC	HD / HDC	HD12 / HDC12
Engine					V3307-CR-TE4		
Type (Make : KUBOTA)					4 cylinder in-line, Common Rail System, direct inject.		
No. of cylinders/Aspiration					4 / turbocharged		
Engine net power*		HP (kW)		63.5 (47.4)		71 (53.0)	
PTO power		HP (kW)		56 (41.7)		64 (47.7)	
Total displacement		cu.in. (cc)			203 (3331)		
Rated engine RPM	ROPS/CAB				2400		
Fuel tank capacity	ROPS/CAB	gal. (ℓ)			18.5 (70) / 23.8 (90)		
Alternator	ROPS/CAB				45 Amp / 60 Amp (100 Amp : OPT)		
Transmission							
No. of speeds					F8 / R8		F12 / R12
Main gear shift					Fully synchronized (4 speed)		Fully synchronized (6 speed)
Shuttle shift					Hydraulic-shuttle		
Main clutch type					Multiple wet disc		
Brake type					Mechanical wet disc		Hydraulic wet disc
Differential lock (Front / Rear)			N / A	N/A / Mechanical	N / A	Limited Slip Differential / Mechanical	
4WD clutch type			-	Mechanical on-the-go	-	Mechanical on-the-go	Electro-Hydraulic on-the-go
PTO							
Type					Live-independent PTO, electro-hydraulic clutch with brake		
Speed		rpm			540 (540 / 540E:OPT)		540 / 540E
Hydraulics							
Pump capacity (3-Point Hitch)	ROPS/CAB	gpm (ℓ/min.)			11.0 (41.6)		16.2 (61.5)
3-Point Hitch					Telescopic lower link ends, Telescopic Stabilizers		
Category					I / II		
Control system					Position, draft (top link sensing) & mixed control		
Lift capacity at 24 in. behind lift point		lbs. (kg)			3307 (1500)		
Cylinder type					Two external cylinders		
No. of standard remote valves					1 (2nd, 3rd & flow control valve optional)		
Other features							
4WD system			N / A	Bevel gear type	N / A	Bevel gear type	
Steering					Hydrostatic power steering		
Tilt steering					Standard		
Hood type / Pedal type					Full open, slanted, steel / Hanging		
Deck type (ISO-mounted w/rubber mat)					Semi-flat on ROPS models, full-flat on CAB models		
Panel type					Electronic		
Fender shape					Wide, round		
Standard tire size							
	Front		7.5-16	9.5-24	7.5-16	9.5-24	
	Rear			16.9-28		16.9-30	
Dimensions & weight							
Overall length	ROPS models	in. (mm)	-	138.0 (3505)	-	138.0 (3505)	
	CAB models	in. (mm)	142.7 (3625)	138.0 (3505)	142.7 (3625)	138.0 (3505)	
Overall height	top of ROPS	in. (mm)		96.9 (2460)		97.2 (2470)	
	top of CAB	in. (mm)		100.6 (2555)		101.0 (2565)	
Overall width (minimum)		in. (mm)			73.0 (1860)		
Wheelbase	ROPS models	in. (mm)	-	83.1 (2110)	-	83.1 (2110)	
	CAB models	in. (mm)	84.4 (2145)	83.1 (2110)	84.4 (2145)	83.1 (2110)	
Crop clearance (Front axle)		in. (mm)			18.1 (460)		
Tread width	Front	in. (mm)	55.9-71.7 (1420-1820)	55.9, 59.8 (1420, 1520)	55.9-71.7 (1420-1820)	55.9, 59.8 (1420, 1520)	
	Rear	in. (mm)			55.9-67.7 (1420-1720)		
Turning radius (w/o brake)		ft. (m)	10.81 (3.3)	11.8 (3.6)	10.8 (3.3)	11.8 (3.6)	
Tractor weight	ROPS models	lbs. (kg)	-	5005 (2270)	-	5027 (2280)	
	CAB models	lbs. (kg)	5226 (2370)	5358 (2430)	5248 (2380)	5380 (2440)	

*SAE J1349

The company reserves the right to change the above specifications without notice. This brochure is for descriptive purpose only. Some of the items pictured in this brochure are optional, and not standard equipment. Please contact your local Kubota dealer for warranty, safety or product information. For your safety, KUBOTA strongly recommends the use of a Rollover Protective Structure (ROPS) and seat belt in almost all applications. Not for sale in Nebraska.

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Kubota®

KUBOTA TRACTOR CORPORATION

Kubota Tractor Corporation, 3401 Del Amo Boulevard, Torrance CA 90503
Western Division: 1175 S. Guild Ave., Lodi, CA 95240 Tel (209) 334-9910
Central Division: 14855 FAA Boulevard, Fort Worth, TX 76155 Tel (817) 571-0900
Northern Division: 6300 at One Kubota Way, Groveport, OH 43125 Tel (614) 835-1100
Southeast Division: 1025 Northbrook Parkway, Suwanee, GA 30024 Tel (770) 995-8855

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For Earth, For Life
Kubota

KUBOTA DIESEL TRACTOR
M5-091/M5-111

A new wide cabin, dramatically cleaner emissions, and powerful engines highlight the new M5-091/M5-111 diesel tractors from Kubota.



NEW M5-091

Spacious, clean, and dependable. The new M5-091/M5-111 tractors.



M5-111

The M5-091/M5-111 tractors have been redesigned and re-engineered inside and out for greater comfort and cleaner emissions. You'll work comfortably, thanks to a new extra-wide, ultra-spacious cabin that features a convenient optional instructor's seat and a glass sunroof with retractable sun shade. And you'll work clean, thanks to a re-engineered exhaust system that combines Selective Catalytic Reduction with a Common Rail System, Diesel Particulate Filter muffler, and Exhaust Gas Recirculation system to dramatically reduce emissions without sacrificing power or economical performance. Best of all, the M5-091/M5-111 carry the Kubota name, so you can depend on them to get the job done.

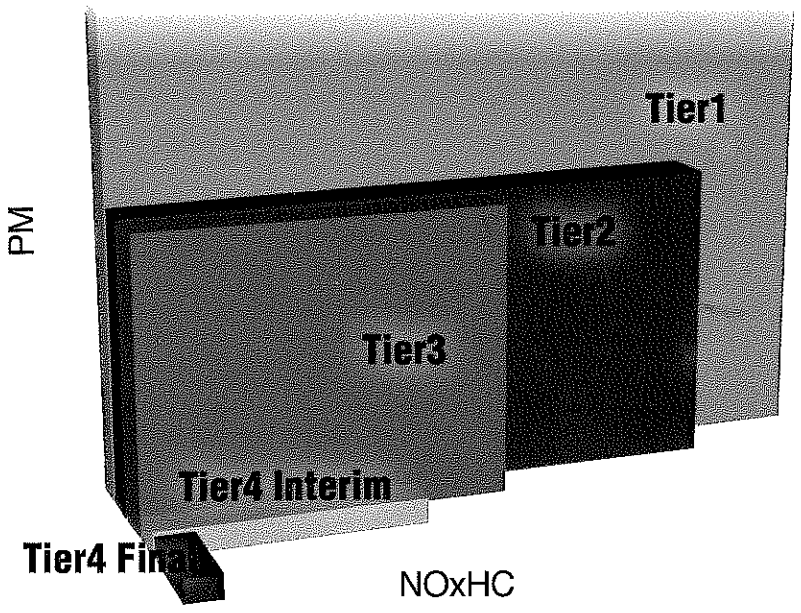


Kubota Clean Diesel Solution (K-CDS)

Re-engineered to exceed the latest emissions standards

Kubota engines offer clean performance that exceeds even the latest emissions standards, thanks to the latest advances in clean-engine technology. Selective Catalytic Reduction (SCR) sprays the hot exhaust from the engine with diesel exhaust fluid (DEF), which transforms the exhaust into harmless water vapor and nitrogen. The Common Rail System (CRS) electronically controls the timing and amount of high-pressure injected fuel in stages for optimal combustion, which results in greater efficiency, better fuel economy, and less engine noise. The combination of these two system with a Diesel Particulate Filter (DPF) muffler and an Exhaust Gas Recirculation (EGR) system ensure the M5-091 and M5-111 meet the Tier4 Final emissions regulations.



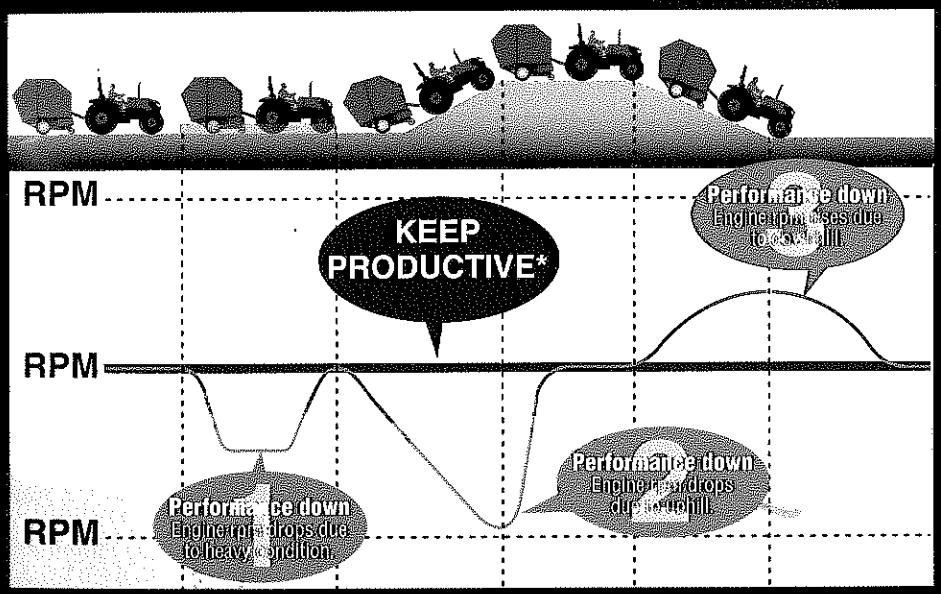


EPA EMISSION REGULATION

With the start of 2012, EPA Tier4 Interim will enforced to over 56kW off-highway diesel engines. Kubota has been executing emissions reductions for more than a decade. However, it is a big challenge this time. Furthermore, Tier 4 Final will be enforced in 2015, and by which engine manufacturer must lower both PM (Particulate Matter) and NOx (Nitrogen Oxyde) to nearly zero level.



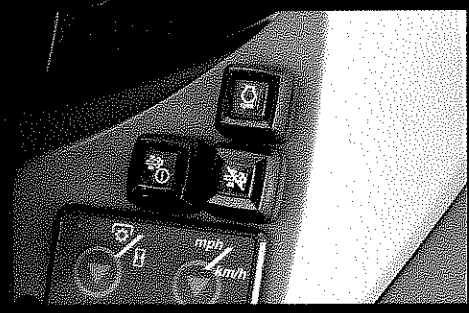
• Stay Productive On Your Farm By Using Constant RPM Management



Constant RPM Management Switch ON
Constant RPM Management Switch OFF

**The engine speed drops when the load exceeds the engine performance.*

Note:
In an mechanically-controlled engine, the engine speed changes according to increases and decreases in the load. For example, when working in a hilly area, the load increases and engine speed drops while ascending a slope, and conversely the load drops when descending. These changes in engine speed effect the travel speed and PTO-driven implements. In order to minimize these effects, the operator must make fine adjustments to the travel speed and hand throttle lever.
When the Constant RPM Management switch is turned "On", the engine speed will be kept nearly constant in response to a certain level of work fluctuations. This improves the accuracy of work without the need for troublesome manipulation of the travel speed and hand throttle lever.
There is a limit to the range within which a constant speed can be maintained. If a load exceeding the engine performance is applied, the engine speed will drop. The purpose of Constant RPM Management is not to increase the engine power.



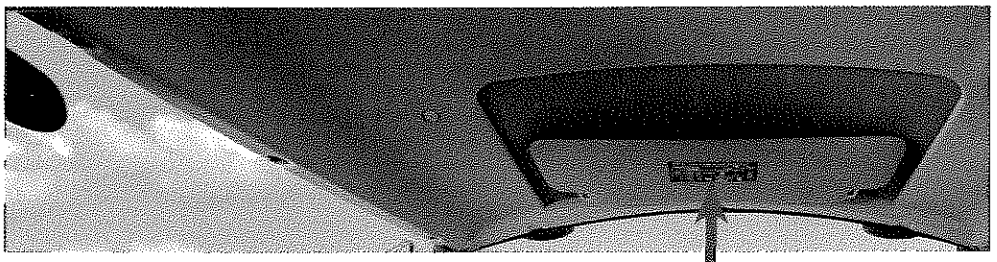
Constant RPM Management

The M5-091/M5-111 engines feature a new electronic governor that gives you electronic control of engine RPM. Activating the system keeps engine revolution constant, preventing drops in PTO speed and enabling stable operation. It makes working with PTO-driven implements much more efficient.

RPM Memory

RPM memory lets you save the RPM setting for an oft-performed task, such as PTO work, front loader work, or changing directions. To recall that setting, simply press a single button, and you can start working immediately without having to adjust the throttle.

More space and more visibility make our cab a great place to work.



Sunroof with Retractable Sunshade

A glass sunroof provides a clear view of the front loader fully raised and pallet forks The non-opening sunroof is equipped with a retractable sunshade to keep the sun out of the cab while traveling or performing low-level types of work.



Ultra Grand Cab II

Here's a feature you can really get into: an extra-wide, ultra-spacious, fully enclosed cab. One of the largest in its class, this stylish new cab is equipped with air conditioning, a sunroof with retractable sunshade, and rubber cushions that provide new levels of comfort and operating efficiency all year round. Full-length doors open wide for easy access, while the flat floor and unobstructed ceiling provide more head and leg room. All displays, levers and controls are ergonomically located for easy access and intuitive operation.

Rounded Glass

We've rounded the cab glass of our Ultra Grand CAB II to provide the operator with more visibility and a more spacious feel—ideal for long days inside the cab. Furthermore, we've increased the glass coverage area on the cab door, which makes it easier to get in and out of the cab.

A spacious and ergonomically designed cab brings comfort to the workplace.

Instructor's Seat (Optional)

The optional instructor's seat is useful when training new operators. When not in use, it can be folded down to increase spaciousness.

New Functional Platform

The M5-091/M5-111 cab has been redesigned for better ergonomics. All levers (except the 4WD lever) and electrical switches are located on the right side for easy access and continuous operations.

Easy-Step Tilt Steering Wheel

The steering wheel of the cab gets out of the way when the operator is dismounting the tractor. Just step on a pedal and raise the steering wheel to its original position.

Heater/Air Conditioner

The heating and cooling unit is now located under the seat. The overall air circulation in the cab has been optimized by the cab's rounded glass as well as by placing the air outlets in the dash tower to keep you cooler on hot summer days and warmer on cold mornings, for year around environment control.



Standard Equipment

- Front halogen work lights
- Front windshield wiper and washer
- Rear halogen work lights
- Interior dome light
- External left and right mirrors
- Sun visor
- Cup holder
- Power outlet
- 7-pin trailer coupler

Options

- Additional 2 front work lights for CAB models
- Rear wiper and washer
- Rear deffoger
- 130Amp for CAB (80 Amp for ROPS) alternator
- Air ride seat suspension
- CD/radio with weather band
- Radio with weather band

A choice of three transmissions gives you the tractor performance you need with less hassle.

F8/R8 Transmission

The synchronized four speeds of the main shift and a high/low range supply tractors with 8 Forward and 8 Reverse speeds.

F12/R12 Transmission (Factory option)

For heavy-duty work such as plowing, hay work and heavy trailer applications, the M5-091 and M5-111 can be equipped with an F12/R12 transmission. This transmission features six speeds of the main shift and a high/low range giving it a total of 12 Forward and 12 Reverse speeds.

F24/R24 Transmission Non-Clutch Shift with Dual Speed (Factory option)

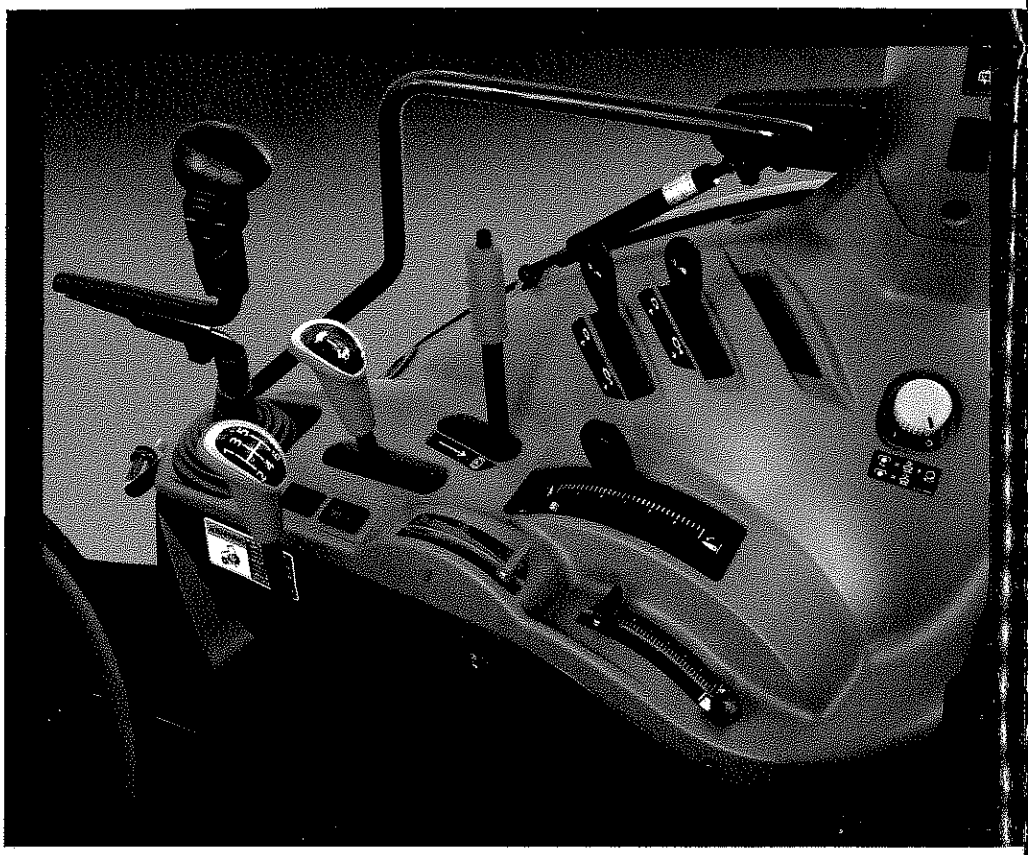
The M5-111 CAB models can be fitted with the F24/R24 transmission for users who demand maximum performance. With six synchromesh speeds in the main shift, Dual Speed which offers instant upshifts and downshifts, and a high/low range, it offers 24 Forward and 24 Reverse speeds.

Over Drive (F12/R12 and F24/R24 models only)

The Over Drive function keeps the engine revolutions at around 2000 rpm during high speed driving for better fuel economy.

Electro Hydraulic Shuttle

Better than ever, our Electro Hydraulic Shuttle for the M5-091/M5-111 makes shifting between forward and reverse smooth and quick. With the Hydraulic Shuttle, a column-mounted lever, conveniently located next to the steering wheel, does all the work. Boost productivity, especially while using loaders, by eliminating the need to depress the clutch every time you change directions. And when attaching implements, our improved inching feature is easy to perform, giving you the same feel as a half-clutch operation.



Hydraulic Wet Disc Brakes

To decrease operator effort and increase overall tractor longevity, the Kubota M5-091 and M5-111 is standard with Hydraulic Wet Disc Brakes. These brakes require less pedal effort and retain high performance efficiency even after repeated heavy-duty work.

Multiple Wet Disc Clutch

The multiple wet disc clutch provides durability and a long operating life.

Limited Slip Differential

Limited Slip Differential on the front helps you maintain a stable travel speed should the drive wheel on either side of the tractor slip. A standard feature on the M5-091 and M5-111, Limited Slip Differential is perfect when reliable traction is essential.

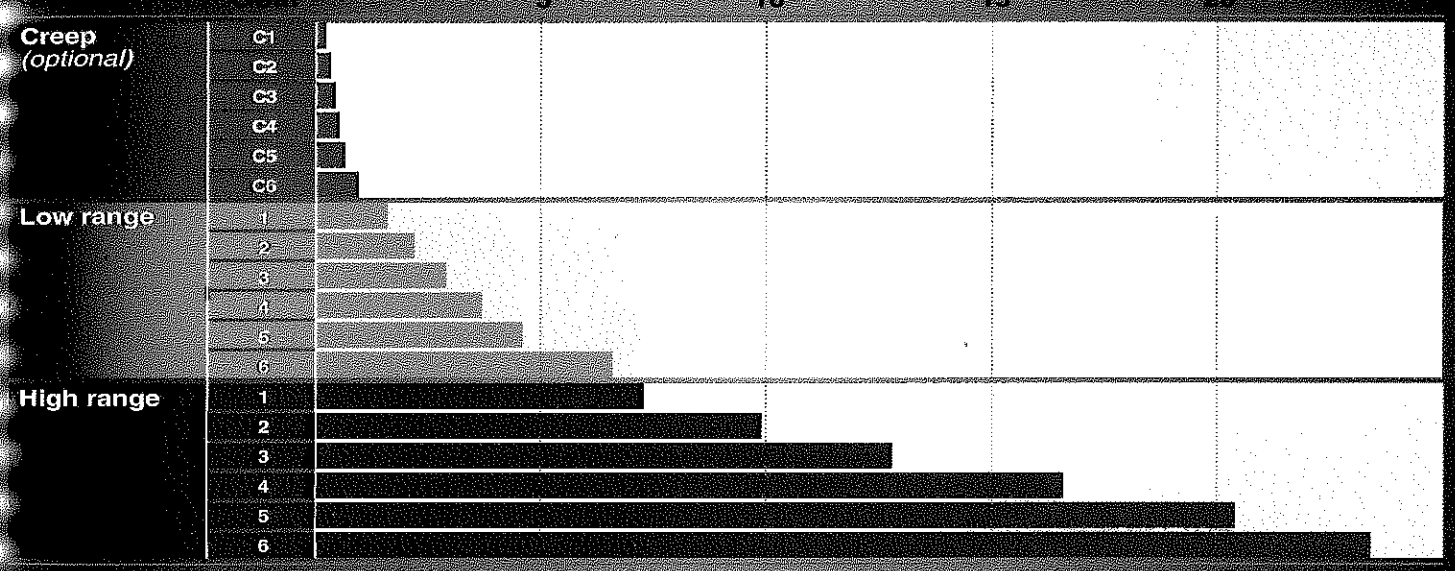
Easy to shift 4WD Engagement

Switching the 4-wheel drive on and off is easy and quick, and done with one simple lever (One simple switch for M5-111 HDC24). Best of all, there's no need to stop the tractor even when moving out of a field onto a road, so you can stay productive. The 4WD indicator on the LED readout lets you know you're in 4WD.

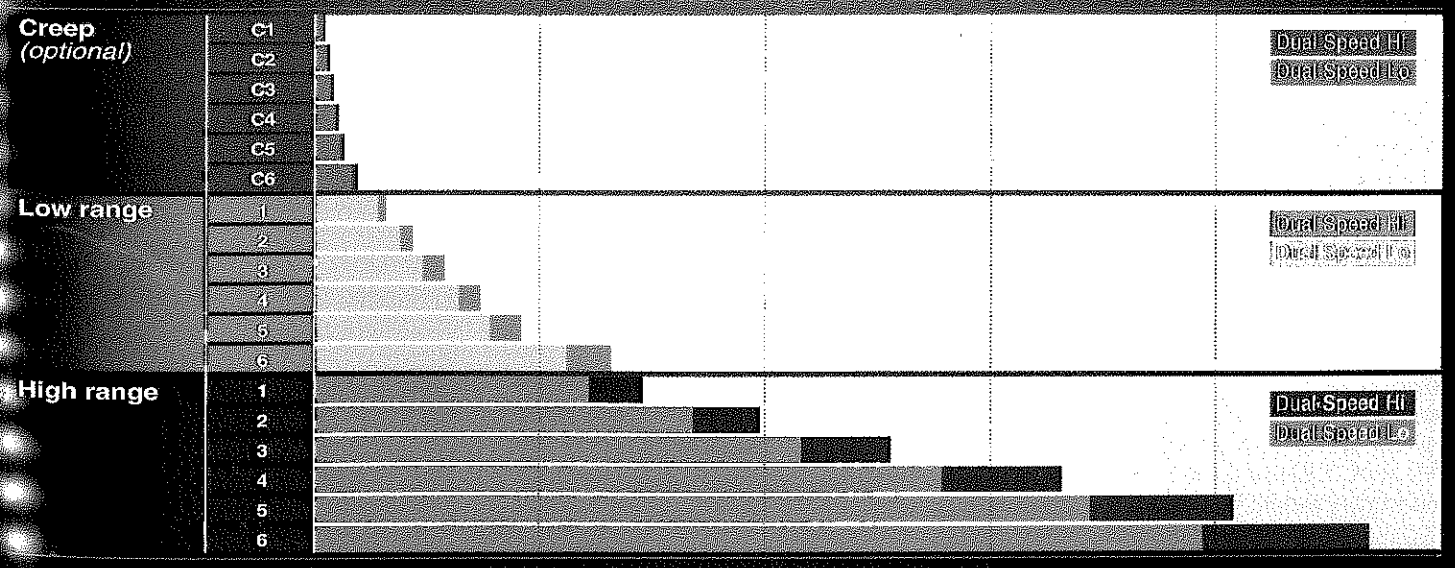
(Do not engage while carrying heavy loads, or when rear wheel is spinning.)



HDC12 TRAVELING SPEED (F12/R12, 18.4-30 rear tires) @ rated engine



HDC24 TRAVELING SPEED (F24/R24 w/ Dual Speed, 18.4-30 rear tires) @ rated engine



Long-lasting strength, durability and reliability to tackle just about anything with ease.

Hydraulics

The hydraulics on the M5-091/M5-111 are powerful and fast-acting. External hydraulic cylinders improve lifting power and ensure easier maintenance, while the large pump capacity (17 gpm; 15.9 gpm for ROPS models) shortens front-loader cycle times, enhancing productivity and performance. One (SCD) hydraulic remote valve is standard, with the option to add up to 2 more. An optional flow control valve lets you adjust the oil flow volume.

540/540E Change Lever

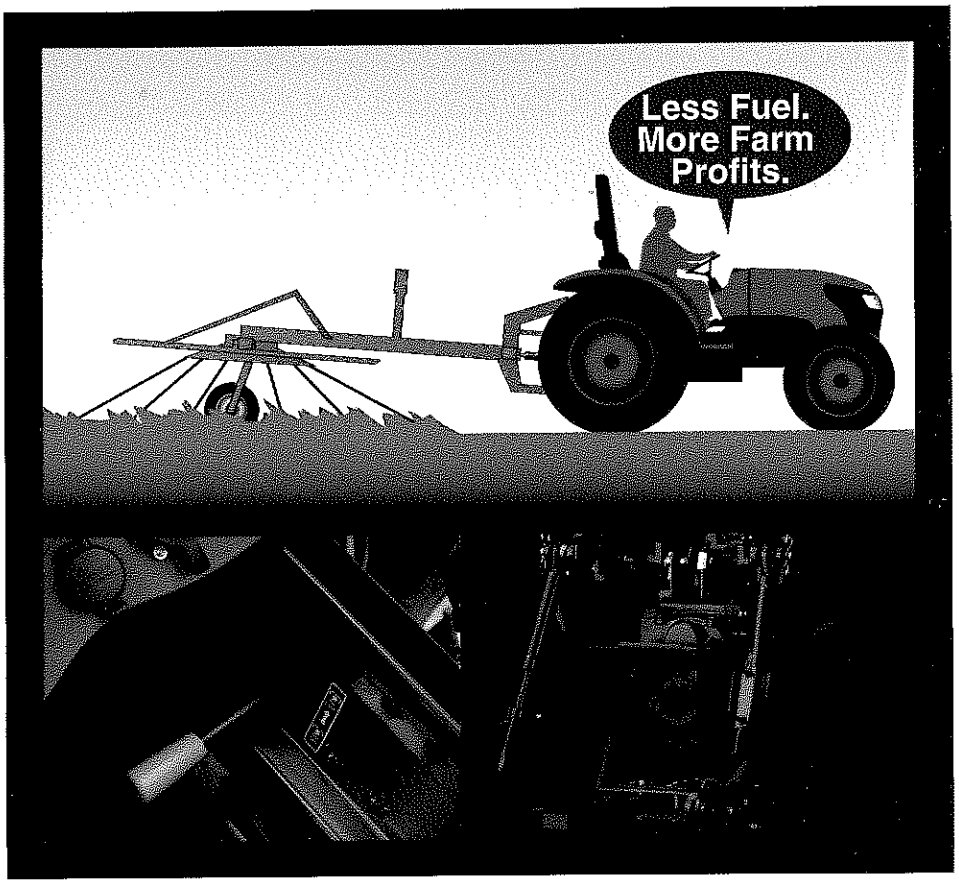
The PTO lever is now located inside the cabin for more convenient access. You no longer have to exit the cabin to operate the PTO lever when working with PTO implements.

Bevel-Gear Front Axle

The bevel-gear front axle provides the M5-091/M5-111 with greater all-around maneuverability. It enables M5-091/ M5-111 tractors a tighter turning radius than ever before–an amazing 55 degrees. This makes easy work of jobs in tight spaces. Limited Slip Differential on the front and Differential Lock on the rear are standard features, offering increased stability and traction on challenging ground conditions.

Hydraulic Independent PTO

Pulling, lifting, cutting or baling; the standard 540 rpm hydraulic independent PTO of the Kubota M-Series tractors makes your toughest work easier. The PTO brake engages when the clutch is shut off and securely holds the PTO shaft. The PTO clutch can be hydraulically engaged and disengaged on the go. This means mowing, operating hay equipment or spraying orchards are all made more efficient. 1000rpm and 540E PTOs are optionally available.



3-Point Hitch

The Category II 3-point hitch provide fast and simple attachment of rear-mounted implements weighing up to 4,630 lbs./2,100 kg (ISO standard) or 5182lbs./2350 kg (ASAE standard) and optionally up to 6064 lbs./2,750 kg (ISO standard) or 7275 lbs./3,300 kg (ASAE standard). On models with the FR12/R12 or F24/R24 transmission, the hitch is compatible with implements weighing up to 6064 lbs./2,750 kg (ISO standard) or 7275 lbs./3,300 kg (ASAE standard).

Floating Lift Rods

Floating lift rods are standard on both sides of the M5-091 and M5-111. Floating lift rods give the M5-091/M5-111 tractors a smoother ride and enhanced traction while using the 3-point hitch, especially on uneven terrain.

Economy PTO (standard on F12/ R12 and F24/R24 models)

The M5-091/M5-111 optional economy PTO can save you money as well as reduce operating noise. Simply select "540E" and the PTO shaft rotation speed is maintained at 540 rpm while the engine speed runs at 1519rpm with limitation to 1772rpm. Thereby reducing both operating noise and fuel consumption.

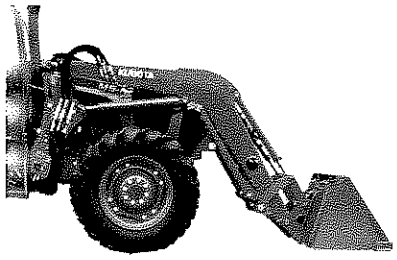
The M-Series Front Loader puts power and visibility front and center.

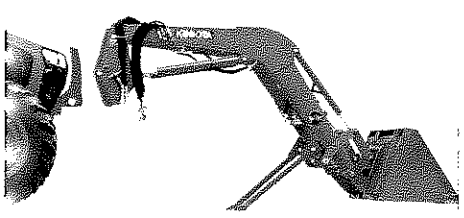
Quick Coupler
This standard M-Series feature makes attaching buckets, bale spears and pallet forks quick and easy. A Euro type quick coupler is optionally available.

4-Bar Linkage
Thanks to an upgraded 4-bar bucket linkage, the rollback and dumping angle has been increased for quicker scooping and dumping.

Loader Lever
Conveniently located in the central console, the Loader Lever provides quick and easy control of loader operations.

Quick-Mount Attach/Detach
Attach or detach the front loader in moments without the use of tools. The boom stands and mounting pins make this task a snap, allowing an extra measure of productivity and tractor versatility. A single-lever valve hose Quick Coupler (option), available for the loader's hydraulic fittings, allows you to release all four lines at once.







Front Loader Specifications

Model		LA1854	
Tractor applications		M5-091, M5-111	
Boom Cylinder Fulcrum		Height position	Power position
Maximum Lift Height (Pivot pin)	in. (mm)	145.7 (3700)	131.9 (3350)
Clearance w/Attachment Dump	in. (mm)	110.6 (2808)	94.7 (2405)
Reach @ Maximum Height	in. (mm)	19.1 (484)	34.4 (875)
Maximum Dump Angle	degrees	52	64
Reach w/Attachment on Ground	in. (mm)	87.9 (2233)	
Maximum Rollback Angle	degrees	40	
Digging Depth (When Bucket is Level)	in. (mm)	7.8 (198)	7.3 (185)
Overall Height in Carry Position	in. (mm)	66.7 (1695)	
Material Bucket Width / capacity (Heaped)	in. /cu.ft.(m^3)	72 / 19.43 (0.55), 84 / 22.60 (0.64)	
Lift Capacity (Pivot pin)	lbs. (kg)	3990 (1810)	4144 (1880)
Raising Time to Full Height w/out Load *1)	second	4.2	
Lowering time w/out Load (powerdown) *1)	second	2.9	
Attachment Rollback Time	second	2.4	
Attachment Dumping Time	second	2.2	

*1)w/Standard valves.

Specifications

Model			M5-091						M5-111						
			2WD		4WD				2WD		4WD				
ROPS / CAB			HF ROPS	HFC CAB	HD ROPS	HD12 ROPS	HDC CAB	HDC12 CAB	HF ROPS	HFC CAB	HD ROPS	HD12 ROPS	HDC CAB	HDC12 CAB	HDC24 CAB
Engine			V3800CR-TIEF4						V3800CR-TIEF4						
Type (Make : KUBOTA)			4 cylinders in-line, Common Rail System, direct injection, w/intercooler, DPF, DOC, SCR						4 cylinders in-line, Common Rail System, direct injection, w/intercooler, DPF, DOC, SCR						
No. of cylinders/Aspiration			4 turbocharged												
Rated Engine HP (97/68/EC)	HP (kW)		92.5 (69.0)						105.6 (78.8)						
Engine net power (SAE J1349)	HP (kW)		85.5 (63.8)						100 (74.6)						
PTO power (at rated engine RPM)	HP (kW)		76 (56.7)						89 (66.4)						
Total displacement	cu.in. (cc)		230 (3769)												
Rated engine RPM			2400	2600	2400		2600		2400	2600	2400		2600		
Fuel tank capacity	gal. (ℓ)		27.7 (105)												
Alternator			60A	80A	60A		80A		60A	80A	60A		80A		
Transmission															
No. of speeds			F8 / R8		F12 / R12		F8 / R8	F12 / R12	F8 / R8		F12 / R12		F8 / R8	F12 / R12	F24 / R24
Main gear shift			Fully synchronized												
			(4 speed)		(6 speed)		(4 speed)	(6 speed)	(4 speed)		(6 speed)		(4 speed)	(6 speed)	
Dual speed (Hi-Lo)			N/A												Std
Shuttle shift			Electro hydraulic shuttle												
Non-Clutch shift			N/A												Std
Main clutch type			Multiple wet disc												
Brake type			Hydraulic wet disc												
Differential lock (Front / Rear)			Limited Slip Differential / mechanical												
4WD clutch type			mechanical, on the go												Electro Hyd
PTO															
Type			Live-independent PTO, electro-hydraulic clutch with brake												
Speed	rpm		540		540/540E		540	540/540E	540		540/540E		540	540/540E	
Hydraulics															
Pump capacity (3-Point Hitch) ROPS/CAB	gpm (ℓ/min.)		15.9 (60)	17.0 (64.3)	15.9 (60)		17.0 (64.3)		15.9 (60)	17.0 (64.3)	15.9 (60)		17.0 (64.3)		
3-Point Hitch			Telescopic lower link ends, Telescopic Stabilizers												
Category			II												
Control system			Position, draft (top link sensing) & mixed control												
Lift capacity at 24 in. behind lift point (ISO)	lbs. (kg)		4630 (2100)		6063 (2750)	4630 (2100)	6063 (2750)		4630 (2100)		6063 (2750)	4630 (2100)	6063 (2750)		
Lift capacity at 24 in. behind lift point (ASAE)	lbs. (kg)		5181 (2350)		7275 (3300)	5181 (2350)	7275 (3300)		5181 (2350)		7275 (3300)	5181 (2350)	7275 (3300)		
Cylinder type			2 External cylinders												
No. of standard remote valves			1 (Max3)												
Other features															
4WD system			N/A		Bevel gear type with 55 degree turning angle				N/A		Bevel gear type with 55 degree turning angle				
Steering			Hydrostatic power steering												
Tilt steering			Standard												
Hood type / Pedal type			Full open, slanted, steel / hanging												
Deck type (w/rubber mat)			Full-flat on ROPS/CAB models												
Panel type			Electronic												
Roof window			N/A	Std	N/A		Std		N/A	Std	N/A		Std		
RPM memory			Standard												
Standard tire size															
	Front		7.5-18 F2		11.2-24 R1				7.5-18 F2		12.4-24 R1				
	Rear		18.4-28 R1						18.4-30 R1						
Dimensions & weight															
Overall length		in. (mm)	156.0 (3975)		155.9 (3960)				156.5 (3975)		155.9 (3960)				
Overall height	top of ROPS	in. (mm)	98.8 (2510)	-	98.8 (2510)		-		99.8 (2535)	-	99.8 (2535)		-		
	top of CAB	in. (mm)	-	100.2 (2545)	-		100.2 (2545)		-	101.2 (2570)	-		101.2 (2570)		
Overall width (minimum)		in. (mm)	77.2 (1960)		78.3 (1990)				78.3 (1990)		79.1 (2010)				
Wheelbase		in. (mm)	90.0 (2285)		88.6 (2250)				90.0 (2285)		88.6 (2250)				
Crop clearance (Front axle)		in. (mm)	20.5 (520)		18.7 (475)				20.5 (520)		19.7 (500)				
Tread width	Front	in. (mm)	56.7-80.3 (1440-2040)		59.8-63.8 (1520-1620)				56.7-80.3 (1440-2040)		59.8, 63.8 (1520, 1620)				
	Rear	in. (mm)	59.8-75.6 (1520-1920)												
Turning radius (w/o brake)		ft. (m)	12.1 (3.7)		13.8 (4.2)				12.1 (3.7)		13.8 (4.2)				
Tractor weight	ROPS models	lbs. (kg)	5622 (2580)	-	6041 (2770)		-		5754 (2640)	-	6173 (2830)		-		
	CAB models	lbs. (kg)	-	6482 (2940)	-		6900 (3130)		-	6614 (3000)	-		7033 (3190)		

The company reserves the right to change the above specifications without notice.This brochure is for descriptive purpose only.
Some of the items pictured in this brochure are optional, and not standard equipment. Please contact your local Kubota dealer for warranty, safety or product information.
For your safety, KUBOTA strongly recommends the use of a Rollover Protective Structure (ROPS) and seat belt in almost all applications. Not for sale in Nebraska.

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Kubota®

KUBOTA TRACTOR CORPORATION

Kubota Tractor Corporation, 3401 Del Amo Boulevard, Torrance CA 90503
Western Division: 1175 S. Guild Ave., Lodi, CA 95240 Tel (209) 334-9910
Central Division: 14855 FAA Boulevard, Fort Worth, TX 76155 Tel (817) 571-0900
Northern Division: 6300 at One Kubota Way, Groveport, OH 43125 Tel (614) 835-1100
Southeast Division: 1025 Northbrook Parkway, Suwanee, GA 30024 Tel (770) 995-8855

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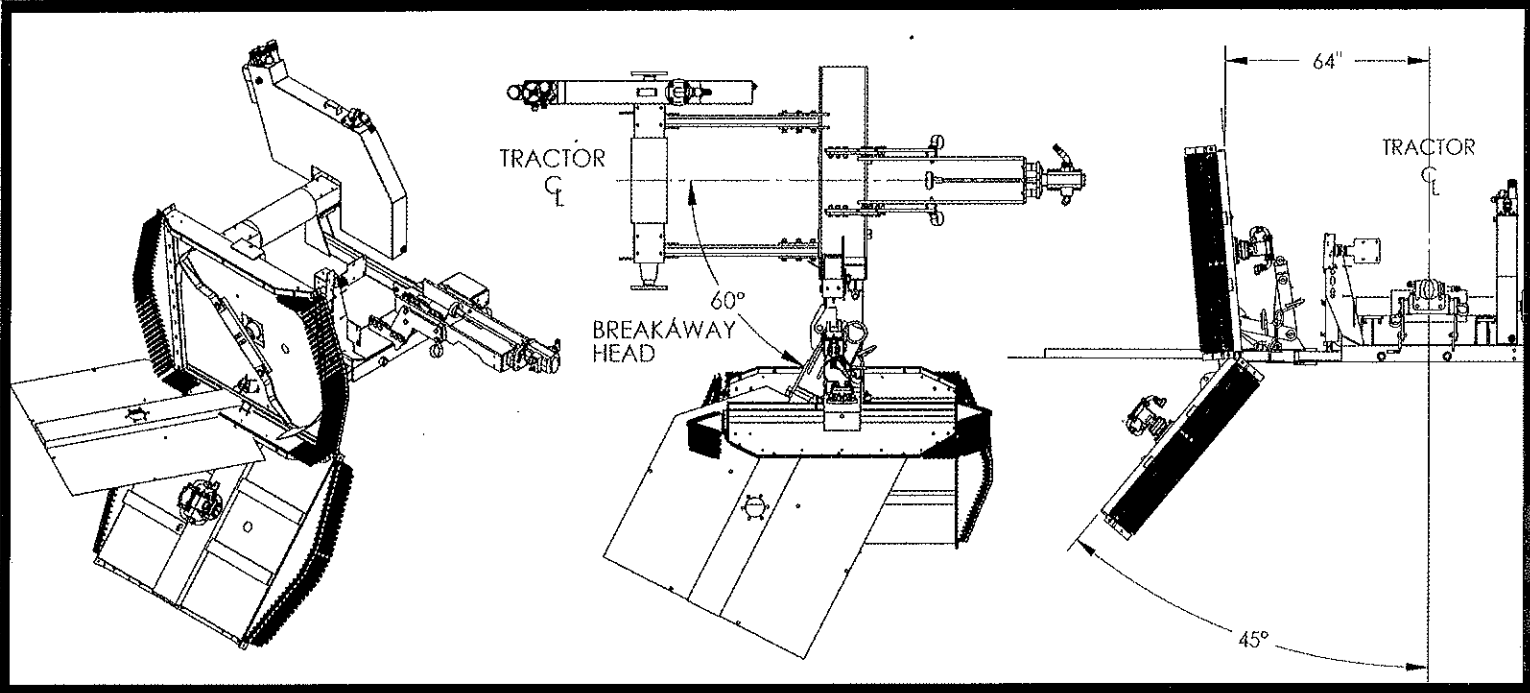


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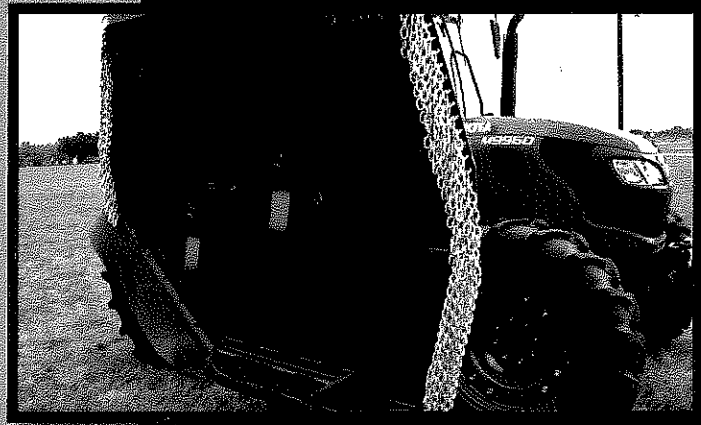


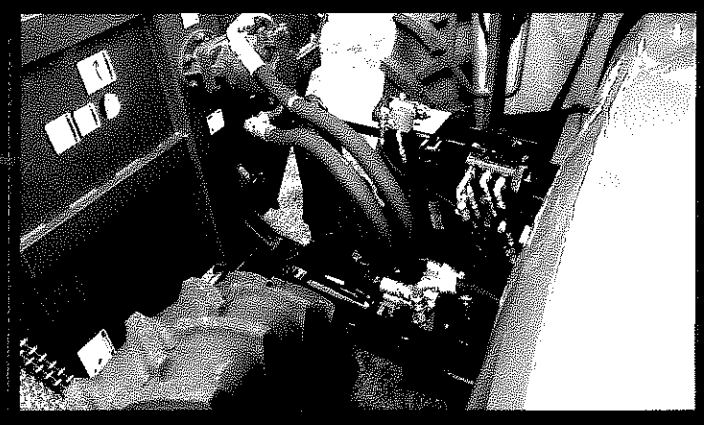
GENERAL SPECS

- 60" Cutting Swath
- Cutting Capacity: 2"
- Total Weight: 2492 lbs.
- Ability to Mow 90° Up to 45° Down

COMPATIBLE TRACTORS

- KUBOTA M8560 series
- KUBOTA M9960 series
- KUBOTA M108S series
- KUBOTA M100GX series
- KUBOTA M110GX series





CUTTING HEAD

- 1/2" x 4" Steel Updraft Blades
- 1 1/4" x 6" Steel Blade Carrier

SKID SHOES

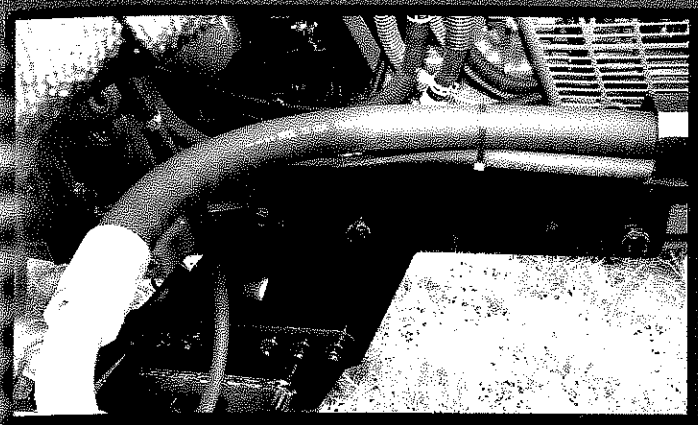
- Full-Length & Replaceable

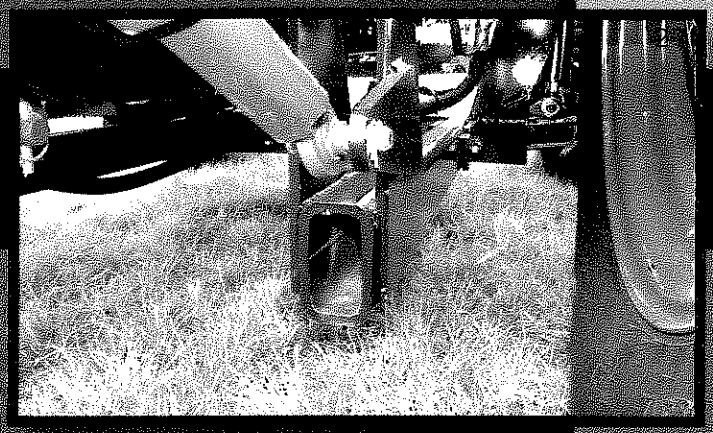
DEFLECTORS

- Front & Rear Chain Guards

HYDRAULIC CONTROL VALVE

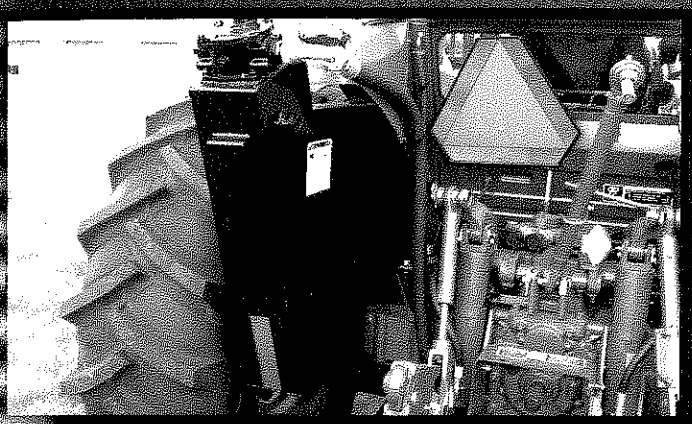
- Valve to Raise / Lower Mower: 2 Spool, Open Center, Tapered Positive Metering Type





MOUNTING FRAME

- Mid-Mounted Between Front and Rear Wheels of Tractor
- Dual Rear Axle Supports Offer a More Solid Mounting Foundation





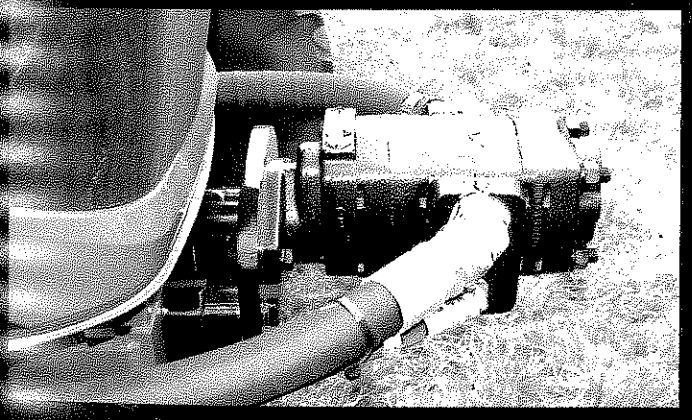
HYDRAULIC RESERVOIR

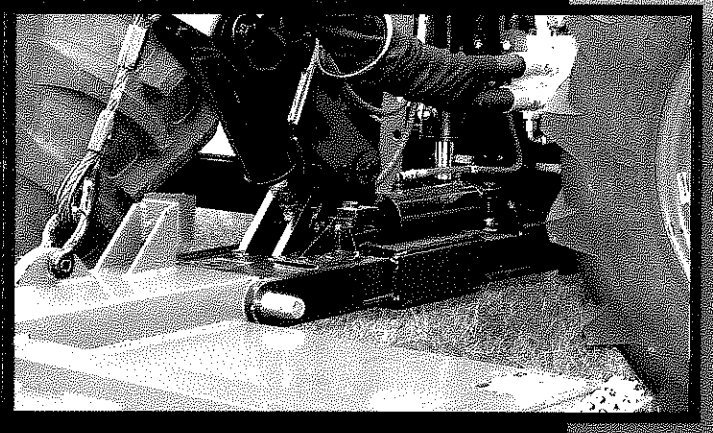
- Large Fender Mounted Tank Allows for System Capacity of 55 Gallons

MOWER LIFT ASSEMBLY

- Can Raise 17" Above Grade*
- Can Lower 6" Below Grade*
- 3 1/2" Bore Lift & Curbing Cylinders

* Depending on Tractor Applications





HYDRAULICS

- Steel Gear Type Pump
- Rated 74 HP and Flow 51 GPM at 2400 RPM
- Maximum Operating Pressure: 3000 PSI
- 47 GPM At Operating Speed of 2200 RPM

MOWER LIFT ARM

- 3 1/2" Bore x 6 1/4" Stroke Cylinder
- 1,300 PSI Relief Pressure
- Optional 30° Break-Away Capability

ALTERNATE CUTTING HEAD DESIGN

- 45° x 18 3/4" Chamfered Rear Corner to Prevent Rear Tire Interference
- Required For Breakaway Option

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the CuttingEdge Safetyprogram

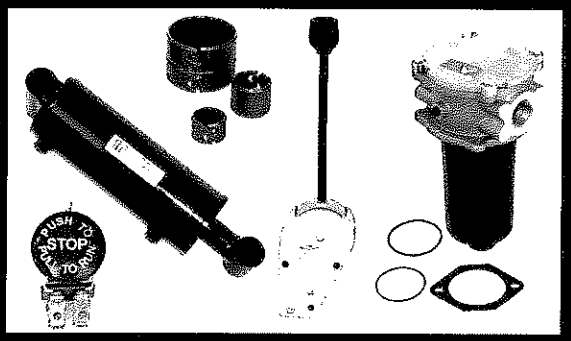
T.M.O.S.T. (Tractor Mower Operator Safety Training)
8 Hour Safety Training Course

- Includes both classroom & hands-on training with your actual equipment
- Led by an instructor with 28+ years of safety training experience, who is an OSHA Authorized, National Association of Safety Professionals (NASP) certified Safety Training / Planning Specialist and Equipment Authorized Trainer with an unusual methodology of making safety training fun and interesting
- Based upon the strict guidelines of the American Equipment Manufacturers Assn. (AEM)
- Covers ANY and ALL industrial mower and agricultural tractor manufacturers including but not limited to: Terrain King, Alamo Industrial, Tiger, M&W, Rhino, Bush Hog, John Deere, New Holland, Woods, Land Pride And Many Others
- Conducted at your location directly with your employees OR with your safety trainer(s)



What are the benefits to me and my organization?

- Pre and post-course testing for all participants
- Effective training can significantly decrease mower-related incidents
- Potentially affects your bottom line
- Supports your commitment to providing a safe, hazard free work environment for your employees



Additional Courses Offered:

- TMOST 2.5 Hour Safety Training
- Workplace Safety & Personal Responsibility
- Operator & Technician Service Tips

For More Information, Please Contact:

Jim Green – Trainer
jwgreen@alamo-group.com
830-305-4294 cell

www.terrainking.com/safety

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BEAUMONT, TX. 77707



Received 10:41 AM
1/23/2018 SW

Jefferson County Purchasing Department
1149 Pearl St. 1st Floor
Beaumont, Tx. 77701

BID # IFB 17-047/SW
Heavy Equipment for Jefferson Co. Precinct #:
To Replace Unrepairable Equipment
Damaged by Hurricane Harvey

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

December 18, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-047/JW, Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey) for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

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

BID NO: **IFB 17-047/JW**

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

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

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

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

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

Table of Contents 1
Instructions to Bidders 2
General Conditions of Bidding and Terms of Contract 6
Special Requirements/Instructions 16
Minimum Specifications 20
Bidder Information Form 27
Offer to Contract Form 28
Acceptance of Offer Form 29
Bid Form 30
Vendor References Form 37
Signature Page 38
Conflict of Interest Questionnaire 39
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY) 40
Good Faith Effort Determination Checklist 41
Notice of Intent 42
HUB Subcontracting Participation Declaration Form 43
Residence Certification/Tax Form 47
Bid Affidavit 48
Technical Specifications ..... APPENDICES A-K

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

1. Bid Submission

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

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

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

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

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

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

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

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

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

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2017:

December 25 & 26	Monday & Tuesday	Christmas

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 a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County,

and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the

Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract

will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.5 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.7 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.8 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.9 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.10 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.11 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.12 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (l) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (l) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/.
The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance and applicable endorsements.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

General Liability, including Products	$1,000,000
Business Auto Liability	$1,000,000
Cargo / Transit Coverage	Replacement Cost Value of Equipment Purchased
Excess Liability	$1,000,000
Workers' Compensation	Statutory Coverage

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Jason Castille, with Jefferson County Precinct No. 3 at pct3sc@co.jefferson.tx.us. Please reference bid number IFB 17-047/JW.

Scope

Jefferson County is soliciting bids for heavy equipment to replace equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

BRAND REFERENCE

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

The technical specifications shown **(APPENDICES A - K)** are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

▪ Bid Item 1: Reclaimer/Stabilizer:

One (1) BOMAG Model: RS-360 Reclaimer/Stabilizer or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Reclaimer/Stabilizer is to be complete with All Standard Equipment as listed in the technical specifications including Cummins Tier 4 Final Engine (or equivalent). Optional equipment should include ROPS/FOPS and Working Headlights.

Warranty Term for this equipment (included, without additional cost) ~~should be at least: (1) one calendar year from the date of delivery of equipment; with this warranty to cover the Full Machine.~~ shall be passed through from the manufacturer.

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.~~ shall be passed through from the manufacturer.
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.~~ shall be passed through from the manufacturer.
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).~~ shall be passed through from the manufacturer.
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~~.shall be passed through from the manufacturer.
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).~~ shall be passed through from the manufacturer.
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).~~ shall be passed through from the manufacturer.
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.~~shall be passed through from the manufacturer.

Manufacturer should repair or replace, at its option, any factory-installed part that is defective in materials or workmanship under normal use. Any needed part replacements will be made using new or remanufactured parts. This Limited Warranty is limited to repairing or replacing, at the Manufacturer's option, any part proven defective under normal use; provided that the product has been properly registered with the Manufacturer within thirty days after the in-service date and that all required reports are current. The warranty period begins on the product's in-service date, which is the first date the unit is delivered to an end-user (the "Owner"), for purchase. This Warranty is to extend only to the Original Purchase and will be Non-Transferable. This Limited Warranty may subject to those limitations and exclusions.

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:
- Keeping an Operator/Safety Manual available to the operator of the product.
- Using the product in accordance with the Operator/Safety Manual.
- Releasing the product for warranty work.
- Reporting accidents immediately to Manufacturer
- Using the product for safe, approved applications and using only approved accessories.
- Complying with factory initiated Field Campaigns.
- Using only approved components for maintenance and replacement parts.
- Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

What Is Not Covered
- Parts associated with unit maintenance are not warranted beyond (1) one year of the product's in-service date.
- Items subject to normal wear and tear, noise, vibration, or deterioration are not warranted.
- This Limited Warranty does not cover damage caused by abusive usage or extreme applications.
- Any operation beyond the rated capacity or the improper use or application of the product or the substitution of parts not approved by Manufacturer or the failure to release the product for warranty work.
- Tires, engines and batteries are warranted by the applicable Manufacturer.
- Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals or other forms of impact, industrial fallout or pollution,or previous repair.
- External surface rust left unrepaired due to neglect of the product.
- Chassis not manufactured by the Manufacturer

For full technical specifications for this bid item, see **APPENDIX H.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Gradall G3WD towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 8 (B). Hydraulic Excavator:

One (1) Gradall XL3100 Hydraulic Excavator or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty Term for this equipment (included, without additional cost) ~~should be at least: (1) one calendar year from the date of delivery (in service date) of equipment or 1,500 hours – whichever comes first.~~ shall be passed through from the manufacturer.
Manufacturer should repair or replace, at its option, any factory-installed part that is defective in materials or workmanship under normal use. Any needed part replacements will be made using new or remanufactured parts. This Limited Warranty is limited to repairing or replacing, at the Manufacturer's option, any part proven defective under normal use; provided that the product has been properly registered with the Manufacturer within thirty days after the in-service date and that all required reports are current. The warranty period begins on the product's in-service date, which is the first date the unit is delivered to an end-user (the "Owner"), for purchase. This Warranty is to extend only to the Original Purchase and will be Non-Transferable. This Limited Warranty may subject to those limitations and exclusions.

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:
- Keeping an Operator/Safety Manual available to the operator of the product.
- Using the product in accordance with the Operator/Safety Manual.
- Releasing the product for warranty work.
- Reporting accidents immediately to Manufacturer
- Using the product for safe, approved applications and using only approved accessories.
- Complying with factory initiated Field Campaigns.
- Using only approved components for maintenance and replacement parts.
- Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

What Is Not Covered
- Parts associated with unit maintenance are not warranted beyond (1) one year of the product's in-service date.
- Items subject to normal wear and tear, noise, vibration, or deterioration are not warranted.
- This Limited Warranty does not cover damage caused by abusive usage or extreme applications.
- Any operation beyond the rated capacity or the improper use or application of the product or the substitution of parts not approved by Manufacturer or the failure to release the product for warranty work.
- Tires, engines and batteries are warranted by the applicable Manufacturer.
- Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals or other forms of impact, industrial fallout or pollution,or previous repair.
- External surface rust left unrepaired due to neglect of the product.
- Chassis not manufactured by the Manufacturer

For full technical specifications for this bid item, see **APPENDIX H.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Gradall XL3100 towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 9. Tractor:

One (1) John Deere 5065E Utility Tractor OOS 4WD or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for this equipment: ~~Warranty term for this equipment (included without additional cost) should be at least: (2) two calendar years/or 2,000 hours from the date of delivery of equipment or whichever comes first, with the warranty to cover powertrain and components as described below in Paragraphs A & B.~~ shall be passed through from the manufacturer.
A. WHAT IS WARRANTED – Subject to Paragraph B, all parts of any new Equipment are to be warranted for the time period or number of operating hours as specified. Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty- Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by the Manufacturer.

B. ITEMS COVERED SEPARATELY- (1) Tires, rubber tracks and batteries; When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

For full technical specifications for this bid item, see **APPENDIX I.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX I.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Ford 5000 Tractor towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 10. Tractor with Side Mower:

One (1) John Deere 5085E Utility Tractor Cab 4WD with Alamo Side Mower or Equivalents to replace similar pieces of equipment that were damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for Tractor: ~~Warranty term for this equipment (included without additional cost) should be at least: (2) two calendar years/or 2,000 hours from the date of delivery of equipment or whichever comes first, with the warranty to cover powertrain and components as described below in Paragraphs A & B.~~ shall be passed through from the manufacturer.
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.~~ shall be passed

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.~~ shall be passed through from the manufacturer.

For full technical specifications for this bid item, see **APPENDIX K.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX K.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Clark Model: C500-YS60 (SN: Y355-1362-4324-1081) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: **(IFB 17-047/JW), Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)**

Bidder's Company/Business Name: Briggs Equipment, Inc.

Bidder's TAX ID Number: 75-2622734

Contact Person: Gene Landry **Title:** Branch Manager

Phone Number (with area code): (409) 840-4463

Alternate Phone Number if available (with area code): (409) 840-4463

Fax Number (with area code): (409) 840-6060

Email Address: gene.landry@briggsequipment.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

6210 Walden
Address
Beaumont, TX 77707
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:

Briggs Equipment, Inc.
Company Name

10540 N. Stemmons Freeway
Address

Dallas | Texas | 75220
City | State | Zip

Signature of Person Authorized to Sign

Derek Claybrook
Printed Name

VP/CFO
Title

For clarification of this offer, contact:

Gene Landry
Name

(409) 840-4463 | (409) 840-6060
Phone | Fax

gene.landry@briggsequipment.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

HEAVY EQUIPMENT FOR JEFFERSON COUNTY PRECINCT NO. 3 (TO REPLACE UNREPAIRABLE EQUIPMENT DAMAGED BY HURRICANE HARVEY)

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 17-047/JW, Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey). The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

The technical specifications shown **(APPENDICES A - K)** are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

FOR EACH ITEM BID, BIDDER MUST COMPLETE, SIGN, & DATE FORM LOCATED ON THE LAST PAGE OF THE ITEM'S CORRESPONDING APPENDIX.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Item No.	Item Description	Bid Price
1	**BOMAG Model RS-360 Reclaimer/Stabilizer or Equivalent**	$_____.____
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG MPH100-R (SN: 85489)		$_____.____
Total Bid Price (Minus Trade-In Value) $_____.____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 1: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
2	**Mustang CAT Model 120M2 Motor Grader or Equivalent**	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: 1998 Champion Motor Grader Model 710 A		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 2: _____		

Item No.	Item Description	Bid Price
3	**Mustang CAT Model D5K2 LGP CA Tractor (Dozer) or Equivalent**	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: 1997 Komatsu D58 P		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 3: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
4	**BOMAG Model BW11RH-5 Pneumatic Roller or Equivalent**	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Dynapac CP142 (SN: 1000-500C0B000882)		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 4: _____		

Item No.	Item Description	Bid Price
5	**DOOSAN Model DL220-5 Wheel Loader or Equivalent**	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: John Deere 544H (SN: DW544HX57290)		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 5: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
6	**BOMAG Model BW161AD-5 Vibratory Tandem Roller or Equivalent**	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: CAT CB534-C (SN: 5HN00552)		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 6: _____		

Item No.	Item Description	Bid Price
7	**BOMAG Model BW211PD-5 84" Single Drum Padfoot Roller or Equivalent**	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG BW213DH-40 (SN: 901582561088)		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 7: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
8 (A).	Gradall XL3100 Hydraulic Excavator or Equivalent	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall G3WD		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ weeks	
Equivalent Item Description (Make & Model) for Item No. 8 (A): _____		

Item No.	Item Description	Bid Price
8 (B).	Gradall XL3100 Hydraulic Excavator or Equivalent	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall XL3100		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ weeks	
Equivalent Item Description (Make & Model) for Item No. 8 (B): _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
9	**John Deere 5065E Utility Tractor OOS 4WD or Equivalent**	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Ford 5000 Tractor		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 9: _____		

Item No.	Item Description	Bid Price
10	**John Deere 5085E Utility Tractor Cab 4WD (with Alamo Side Mower) or Equivalent**	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Case 685 Tractor with Alamo Versa Side Mower		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 10: _____		

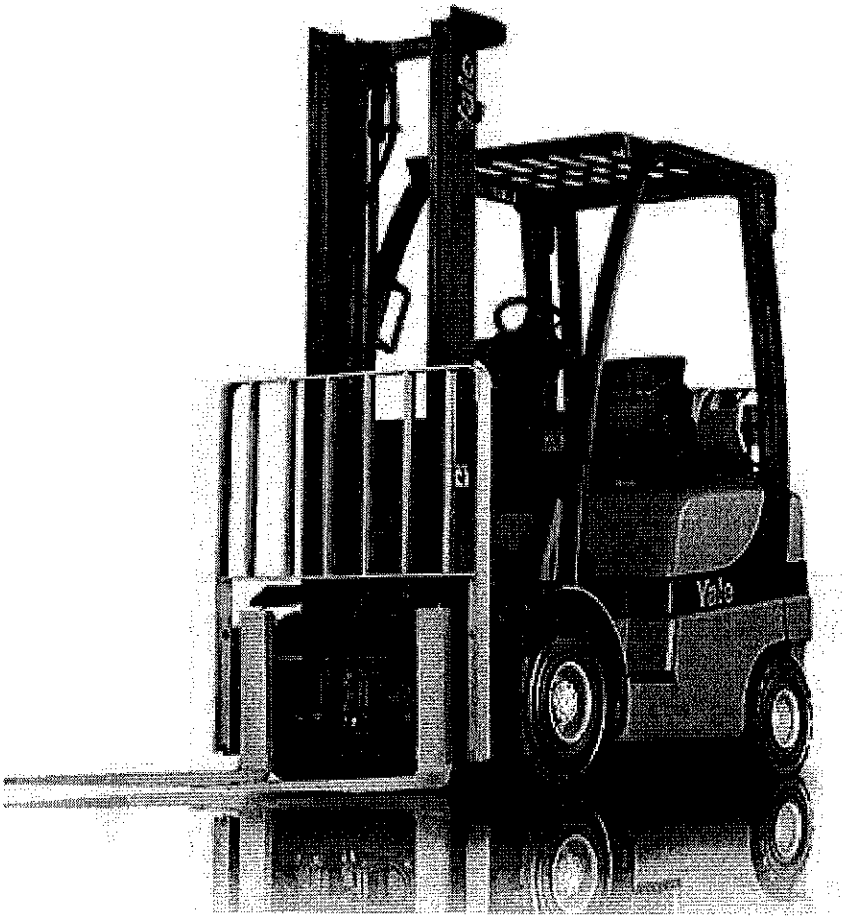
Bid Form (Continued)

Item No.	Item Description	Bid Price
11	**Yale Veracitor Pneumatic Tire Forklift Model GP050VX or Equivalent**	$31,995.00
		Trade-In Value
Trade-In Value for used & flood-damaged: Clark Model: C500-YS60 (SN: Y355-1362-4324-1081)		$0.
Total Bid Price (Minus Trade-In Value) $31,995.00		
Projected Delivery Lead Time from Date of Purchase:	11 weeks	
Equivalent Item Description (Make & Model) for Item No. 11:		

Bidder Shall Return Completed Form with Offer.

BRIGGS EQUIPMENT
6210 WALDEN ROAD
BEAUMONT, Texas 77707
Phone: (409) 840-4463

Yale People. Products. Productivity.



MODEL: GP050VX

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	**County of Jefferson**
ADDRESS	5700 Jade Ave., Port Arthur, Texas, 77642
SHIP-TO ADDRESS	5700 Jade Ave, Port Arthur, Texas, 77640-1018
CONTACT NAME	Mr. Jason Castille
PHONE	+1.409.736.2851

PROPOSED BY	Kirk Vasquez		
PHONE	(409) 840-4463	**EMAIL**	kirk.vasquez@briggsequipment.com
DATE	Nov 28 2017	**QUOTE EXPIRATION**	Feb 06 2018

BRIGGS EQUIPMENT
6210 WALDEN ROAD
BEAUMONT, Texas 77707
Phone: (409) 840-4463

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Quoted Model: GP050VX Available Features

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.

Proposal Summary

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 durabilty. 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

BRIGGS EQUIPMENT
6210 WALDEN ROAD
BEAUMONT, Texas 77707
Phone: (409) 840-4463

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Included Items	Description
	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.
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; please see full Warranty Statement for additional details.
Literature & Nameplate	English Literature Pack and Labels

Total Investment

Price GP050VX	$31,995.00		
Quoted Quantity	1	**TOTAL:**	$31,995.00

Proposal By: Kirk Vasquez **Accepted By:** _____

Quote Number: 2017-44865

BRIGGS EQUIPMENT
6210 WALDEN ROAD
BEAUMONT, Texas 77707
Phone: (409) 840-4463

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Signature:		**Signature:**	
Date Signed:	1/22/18	**Date Accepted:**	
		PO Number:	

Terms and Conditions

ACCEPTANCE

ALL QUOTATIONS ARE SUBJECT TO PROMPT ACCEPTANCE AND TRANSMITTAL OF ORDER. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE UNLESS OTHERWISE STATED. CONTRACTS AND AGREEMENTS ARE NOT VALID UNLESS APPROVED AND ACCEPTED IN WRITING IN THE EXECUTIVE OFFICE IN DALLAS, TEXAS OR IN A BRANCH OFFICE LOCATED WITHIN THE STATE OF TEXAS. HOWEVER, ALL CONTRACTS SHALL BE DEEMED TO HAVE BEEN EXECUTED IN DALLAS COUNTY, TEXAS.

DELAYS

DELIVERIES UNDER ALL CONTRACTS AND AGREEMENTS ARE CONTINGENT UPON ACTS OF PROVIDENCE, STRIKES, ACCIDENTS, GOVERNMENTAL PRIORITY REGULATIONS AND OTHER CAUSES OF DELAY BEYOND THE SELLER'S CONTROL, AND IN NO EVENT WILL THE SELLER BE LIABLE FOR CONSEQUENTIAL DELAYS OR LOSSES.

CANCELLATIONS

ORDERS CANNOT BE SCHEDULED, CANCELLED, SPECIFICATIONS CHANGED OR GOODS RETURNED WITHOUT SELLER'S PRIOR PERMISSION. ACCEPTANCE IS CONDITIONAL UPON REIMBURSEMENT FOR CONSEQUENTIAL LOSS TO THE SELLER AND APPLICABLE RESTOCKING FEES. SPECIAL OR CUSTOM ORDERS CANNOT BE CANCELLED.

DELIVERIES

PROMISES OF DELIVERY ARE GIVEN AS ACCURATELY AS CONDITIONS WILL PERMIT, BUT DUE TO SHIPPING AND MANUFACTURING CONTINGENCIES, SELLER CANNOT GUARANTEE TO ACCOMPLISH SHIPMENTS ON DATE OR DATES MENTIONED. NOTWITHSTANDING THE FOREGOING, PURCHASER MUST TAKE DELIVERY OF GOODS WITHIN 30 DAYS OF THE LATER OF (A) THE PROMSIED DELIVERY DATE; OR (B) SELLER'S NOTICE TO PURCHASER THAT THE GOODS ARE AVAILABLE FOR DELIVERY. IF PURCHASER THEREAFTER FAILS TO TAKE DEILERY, PURCHASER WILL BE INVOICED FOR THE GOODS AND APPLICABLE STORAGE CHARGES FOR UP TO 90 DAYS, AFTER WHICH SELLER MAY DEEM THE GOODS ABANDONED OR EXERCISE ANY OTHER RIGHT OR REMEDY AVAILABLE TO IT UNDER LAW.

WARRANTIES

THE SELLERS LIABILITY IS LIMITED TO MAKING GOOD DEFECTS IN WORKMANSHIP OR MATERIAL UNDER THE MANUFACTURER'S WARRANTY AND SHALL NOT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE ITEM. THE SELLER IN NO EVENT SHALL BE LIABLE FOR DAMAGES TO PERSONS OR PROPERTY ARISING OUT OF THE USE OF ITEMS SOLD. THIS WARRANTY SUPERSEDES ALL PRIOR ASSURANCES, WRITTEN OR ORAL MADE BY THE SELLER, ITS AGENTS OR REPRESENTATIVES.

PERFORMANCES

INFORMATION PROVIDED CONCERNING PERFORMANCE OF EQUIPMENT LISTED HEREON ARE ENGINEERING ESTIMATES ONLY AND NO GUARANTEE TO MEET SUCH SPECIFICATIONS IS TO BE IMPLIED.

CONFIDENTIAL INFORMATION

THIS PROPOSAL AS WELL AS ALL INFORMATION THEREIN, INCLUDING PRINTS, BROCHURES, ETC., ARE CONFIDENTIAL AND INTENDED ONLY FOR THE PURCHASER'S USE AND ARE NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE SELLER.

TERMS OF SALE

BRIGGS EQUIPMENT
6210 WALDEN ROAD
BEAUMONT, Texas 77707
Phone: (409) 840-4463

UNLESS OTHERWISE SPECIFICALLY STATED, TERMS ARE NET. 10 DAYS FROM THE DATE OF INVOICE. F.O.B. SHIPPING POINT, SALES OR USE TAXES, ANY TYPE OF PROPERTY TAX OR ANY MANUFACTURER'S OR OTHER EXCISE TAX LEVIED BY FEDERAL, STATE OR MUNICIPAL GOVERNMENT OR ANY SUB-DIVISION THEREOF, ARE THE LIABILITY OF THE PURCHASER AND IF PAID BY THE SELLER ARE RECHARGEABLE TO THE PURCHASER. ALL SALES SUBJECT TO THE APPROVAL OF OUR CREDIT DEPARTMENT. THIS AND ALL SUBSEQUENT PURCHASES ARE PAYABLE IN DALLAS, DALLAS COUNTY, TEXAS. THE SELLER RESERVES THE RIGHT TO CANCEL THIS CONTRACT UPON (1) BREACH OF CONTRACT BY THE PURCHASER (2) FAILURE BY PURCHASER TO MAKE PAYMENTS AS REQUIRED AND (3) UPON INSOLVENCY OR BANKRUPTCY OF THE PURCHASE THE SELLER MAY REQUIRE ADVANCE PAYMENT FOR SECURITY OR MAY CANCEL AN ORDER IF THE SELLER, IN GOOD FAITH, DOUBTS THE PURCHASER'S ABILITY TO PAY
GENERAL

NO TERMS CONTAINED IN THE PURCHASER'S PURCHASE ORDER, SHIPPING REQUEST, OR OTHER COMMUNICATIONS SHALL VARY. THE TERMS OF THE AGREEMENT, EXPRESSED HEREIN, WHETHER OR NOT SHIPMENT OF THE GOODS FOLLOWED RECEIPT OF SUCH PURCHASE ORDER OF OTHER COMMUNICATIONS.

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: Port Neches Groves ISD

Address: 620 Avenue C Port Neches, TX 77651

Contact Person and Title: Jeff Bergeron - Maintenance Director

Phone: 409-722-4483 Fax:

Email Address: jbergeron@pngisd.org Contract Period: 2015 - present

Scope of Work: forklift sales & services, equipment rentals

REFERENCE TWO

Government/Company Name: City of Port Neches

Address: PO Box 758 Port Neches, TX 77651

Contact Person and Title: Brad Faulk - streets supervisor

Phone: 409-727-2181 Fax:

Email Address: bfaulk@ci.port-neches.tx.us Contract Period: 2014 - present

Scope of Work: equipment rentals

REFERENCE THREE

Government/Company Name: Jefferson County Drainage District 7

Address: 4401 9th Ave Port Arthur, TX 77640

Contact Person and Title: Phil Kelley - Manager

Phone: 409-985-4369 Fax:

Email Address: Contract Period: 2010 - present

Scope of Work: forklift sales & service, equipment rentals

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.

Briggs Equipment, Inc.	
Bidder (Entity Name)	Signature
10540 N. Stemmons Freeway	Derek Claybrook
Street & Mailing Address	Print Name
Dallas, Texas 75220	1-17-18
City, State & Zip	Date Signed
214-630-0808	214-631-3560
Telephone Number	Fax Number
derek.claybrook@briggsequipment.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Briggs Equipment, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Derek Claybrook, VP/CFO

1-17-18

Date

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes	☐ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☐ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☐ No	3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☐ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
☐ Yes	☐ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	☐ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

Derek Claybrook
Printed Name of Authorized Representative

Signature

VP/CFO
Title

1-17-18
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This Information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____%

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____%

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____%

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____%

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Briggs Equipment, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	75-2622734
Company Name submitting bid/proposal:	Briggs Equipment, Inc.
Mailing address:	10540 N. Stemmons Freeway, Dallas, TX 75220
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Dallas

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Derek Claybrook (name), who

after being by me duly sworn, did depose and say:

"I, Derek Claybrook (name) am a duly authorized officer of/agent

for Briggs Equipment, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Briggs Equipment, Inc. (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Briggs Equipment, Inc.

10540 N. Stemmons Freeway

Fax: 214-631-3560 Telephone# 214-630-0808

by: Derek Claybrook (print name) Title: VP/CFO

Signature: [signature]

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the 18 day of January 2018.

[signature]

KATHY EDMONDSON, Notary Public in and for the State of Texas

Notary Public
STATE OF TEXAS
My Comm. Exp. November 21, 2018

Bidder Shall Return Completed Form with Offer.

APPENDIX A

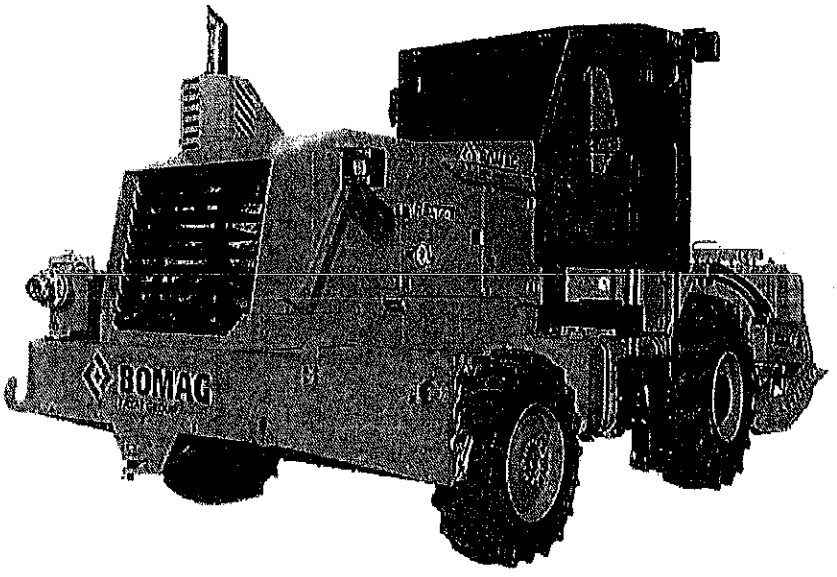
Technical Specifications: Reclaimer/Stabilizer

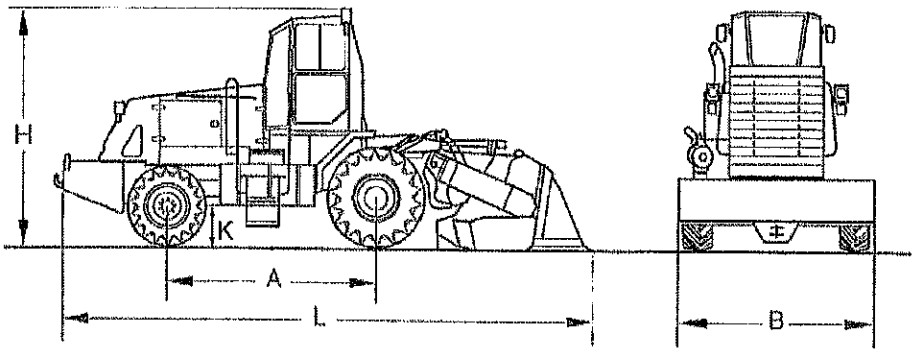
BOMAG
FAYAT GROUP

TECHNICAL DATA

STABILIZERS/RECYCLERS

RS 360





Dimensions in in

	A	B	H	K	L
RS 360	129.0	115.0	138.0	19.0	331.0

Shipping dimensions in cub.yd

RS 360	112,571

Technical Data		BOMAG RS 360
Weights		
Operating weight CECE	lb	39.000
Axle load, front CECE	lb	10.803
Axle load, rear CECE	lb	28.197
Dimensions		
Track radius, inner	in	252,0
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		26LRx26-165I.I
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:

_____
_____
_____
_____
_____
_____

BOMAG
FAYAT GROUP

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 SHOE 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

0P9003	LANE 3 ORDER
0P1939	ANTIFREEZE WINDSHIELD WASHER
0P2265	ROLL ON-ROLL OFF
0P3978	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: D5K2 LGP 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, D5K LGP

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 3: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX C) & the bid specifications.

_____
Print Name & Title Above

_____ _____
Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

APPENDIX D

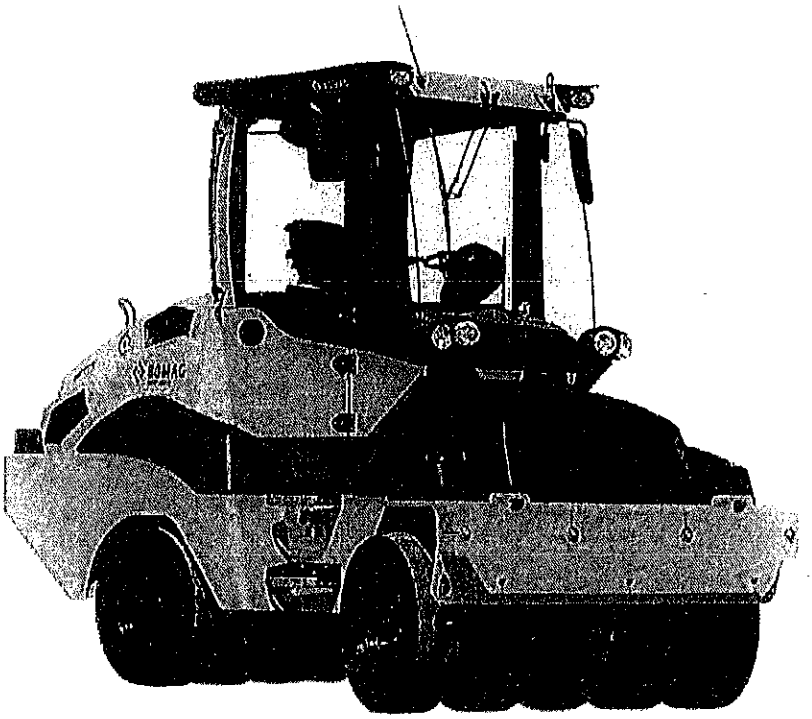
Technical Specifications: Pneumatic Roller

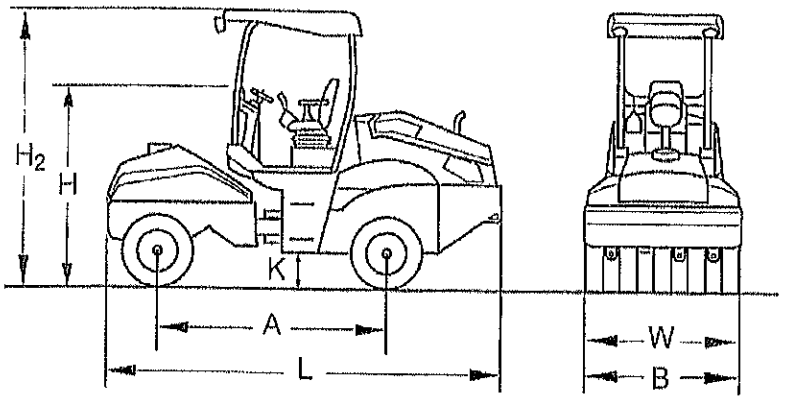
BOMAG
FAYAT GROUP

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	without ROPS	with ROPS
BW 11 RH-5	20.865	28.718

Machine type	Compaction output (t/h) at different asphalt layer thicknesses		
	0.8-1.6 in	2.0-3.1 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
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		6/4
Steering		
Steering system		oscil.artic.
Steering method		hydrost.
Steering angle +/-	deg	35
Oscillating angle +/-	deg	10.0
Oscillation of tyres, front	deg	5
Capacities		
Fuel	gal	52.8
Water	gal	140.0

Technical modifications reserved. Machines may be shown with options

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 4: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX D) & the bid specifications.

_____
Print Name & Title Above

_____ _____
Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

_____

_____

_____

_____

_____

APPENDIX E

Technical Specifications: Wheel Loader

On Off Compare

Units US Metric

Print Specification Download Specification

Collapse All Specifications

Doosan DL220-5

Configuration	US10	US20

Engine

Model	DL06
Rated Flywheel Power (Gross)	160 hp @ 2,100 rpm
Rated Horse Power (Net)	160 hp @ 2,100 rpm
Max. Torque (Net)	542 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 cm³

Hydraulic System

Main Pump: Displacement	74 cm³/rev
System Pressure: Work	254.93 kgf/cm²
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)	40.85 gal/min
Main Pump: Quantity	1
Main Pump: Main Relief Pressure	250 bar
Total Cycle Time	10.7 s (±0.3 s)

Undercarriage

Tire Size	20.5-R25 (L3)
Tread Width	6' 4"

Travel System/Drive Mechanism

Travel performance: Gradeability	30° @ 58 %
Travelingperformance: Max. Tractive Effort	24,692 lb

Weights

Operating Weight	27,381 lb	28,296 lb

Dimensions

Bucket Capacity	2.3 m³	2.3 m³
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' 6"

Overall Height	10' 9"	10' 9"
Overall Length	24' 6"	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	6.32 gal
T/C and T/M	10.57 gal

Certain specification(s) are based on engineering calculations and are not actual measurements. Specification(s) are provided for comparison purposes only and are subject to change without notice. Specification(s) for your individual equipment will vary based on normal variations in design, manufacturing, operating conditions, and other factors.

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 5: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX E) & the bid specifications.

_____
Print Name & Title Above

_____ _____
Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

_____
_____
_____
_____
_____
_____
_____

APPENDIX F

Technical Specifications: Vibratory Tandem Roller

BOMAG
FAYAT GROUP

Tandem Vibratory Rollers
BW161AD-5 HF, BW190AD-5 HF

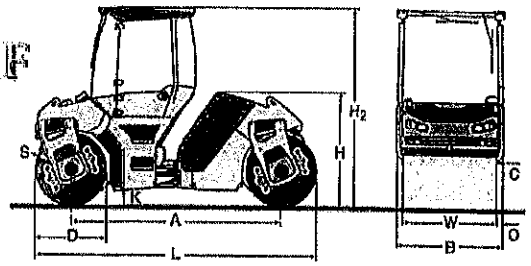


KEY FEATURES	
• 2 Amplitudes / 2 Frequencies	• Visible sightlines to drum edge
• Kubota Tier 4i engine	• Open operator's platform
• ECOMODE	• 180 degree swivel operator's seat
• ECONOMIZER option	• Crab walk option

www.bomag.com/us

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		BOMAG BW161AD-5 HF	BOMAG BW190AD-5 HF
Weights			
Operating weight with ROPS	lb (kg)	21600 (9800)	26120 (11850)
Operating weight with cab	lb (kg)	22045 (10000)	26560 (12050)
Drive			
Engine manufacturer		Kubota	Kubota
Type		V3800 CR-TI	V3800 CR-TI
Emission stage		Tier 4i	Tier 4i
Cooling		water	water
Number of cylinders		4	4
Performance ISO 14396	hp (kW)	114 (85)	114 (85)
Speed	rpm	2600	2600
Electric equipment	V	12	12
Brakes			
Service brake		hydrost.	hydrost.
Parking brake		multi disc	multi disc
Steering			
Steering system		oscil. artic.	oscil. artic.
Track radius, inner	in (mm)	192.1 (4900)	186.8 (4745)
Lateral displacement right/left (crab steer option)	in (mm)	6.7 (170)	6.7 (170)s
Exciter system			
Vibrating drum		front + rear	front + rear
Automatic vibration shut off		standard	standard
Frequency	vpm (Hz)	3000/4200 (50/70)	3000/4200 (50/70)
Amplitude	in (mm)	0.023/0.010 (0.6/0.26)	0.036/0.013 (0.91/0.33)
Centrifugal force	lb (kN)	22706/19109 (101/85)	39791/27876 (177/124)
Capacities			
Fuel	g (l)	38.3 (145)	38.3 (145)
Water	g (l)	198.1 (750)	198.1 (750)

Technical modifications reserved. Machines may be shown with options.

www.bomag.com/us

BOMAG
FAYAT GROUP

[redacted]

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 6: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX F) & the bid specifications.

_____
Print Name & Title Above

_____ _____
Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

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APPENDIX G

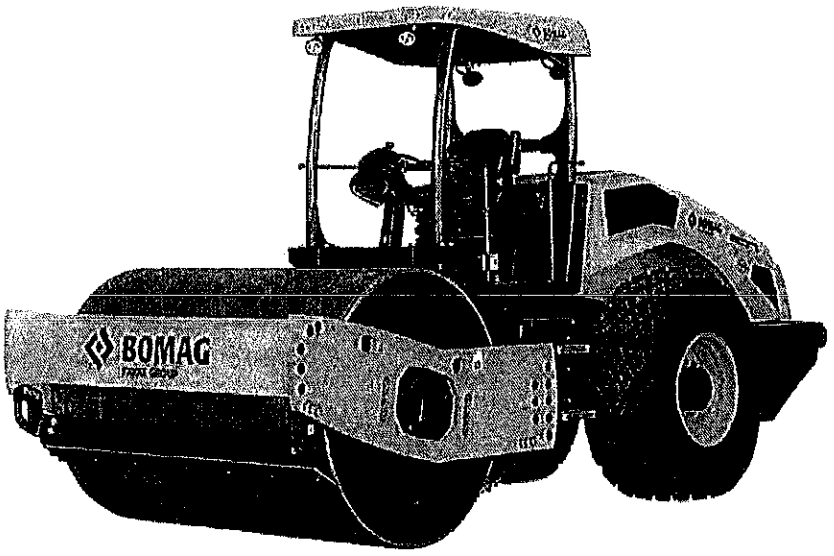
Technical Specifications: Single Drum Padfoot Roller

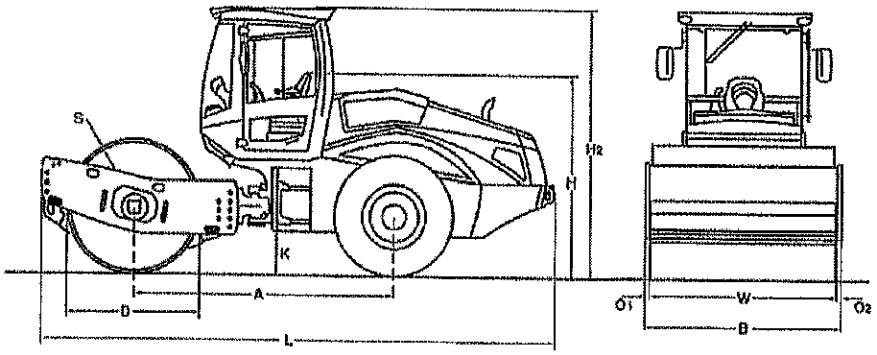
BOMAG
FAYAT GROUP

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	without ROPS	with ROPS
BW 211 D-5	39,405	52,112
BW 211 PD-5	39,405	52,112

Machine type	Compaction output (cub.yd/h)			
	Rock fill	Gravel, sand	Mixed soil	Silt, clay
BW 211 D-5	523.2-1046.4	353.1-706.3	287.7-575.5	143.9-287.7
BW 211 PD-5	523.2-1046.4	353.1-706.3	287.7-575.5	209.3-418.5

Machine type	Compacted layer thickness (in)			
	Rock fill	Gravel, sand	Mixed soil	Silt, clay
BW 211 D-5	27.6	19.7	15.7	7.9
BW 211 PD-5	27.6	19.7	15.7	9.8

Technical Data		BOMAG BW 211 D-5	BOMAG BW 211 PD-5
Weights			
Grossweight	lb	28,418	28,109
Operating weight CECE w. ROPS-cabin	lb	23,369	26,676
Axle load, drum CECE	lb	12,500	15,807
Axle load, wheels CECE	lb	10,869	10,869
Static linear load CECE	lb/in	149.1	
Dimensions			
Working width	in	83.9	83.9
Track radius, inner	in	144.9	144.9
Driving Characteristics			
Speed (1)	mph	0- 3.1	0- 3.1
Speed (2)	mph	0- 3.7	0- 3.7
Speed (3)	mph	0- 5.0	0- 5.0
Speed (4)	mph	0- 6.8	0- 6.8
Max. gradeability without/with vibr.	%	51/48	54/51
Drive			
Engine manufacturer		Deutz	Deutz
Type		TCD 3.6 L4	TCD 3.6 L4
Emission stage		4/4	4/4
Cooling		Liquid	Liquid
Number of cylinders		4	4
Performance ISO 3046	hp	127.4	127.4
Performance SAE J 1995	hp	126.0	126.0
Speed	min-1	2,000	2,000
Fuel		diesel	diesel
Electric equipment	V	12	12
Drive system		hydrost.	hydrost.
Drum driven		standard	standard
Drums and Tyres			
Number of pad feet			150
Area of one pad foot	sq.in		21.2
Height of pad feet	in		3.9
Tyre size		23.1-26 12PR	23.1-26 12PR
Brakes			
Service brake		hydrost.	hydrost.
Parking brake		hydromec.	hydromec.
Steering			
Steering system		oscil.artic.	oscil.artic.
Steering method		hydrost.	hydrost.
Steering / oscillating angle +/-	deg	35/12.0	35/12.0
Exciter system			
Drive system		hydrost.	hydrost.
Frequency	vpm	1,800/2,040	1,800/2,040
Amplitude	in	0.077/0.039	0.067/0.035
Centrifugal force	lb	53,954/35,520	64,071/43,613
Centrifugal force	t	24.5/16.1	29.1/19.8
Capacities			
Fuel	gal	66.0	66.0

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

_____ _____ Signature

Date

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
	Standard Options - Per Unit	
0202	United States	1
0409	English Operator's Manual and Decal Kit	1
1381	12F/12R PowrReverser Transmission - 540/540E (PR)	1
1799	Less Loader Prep Package	1
2000	Open Operator Station	1
3420	Dual Mid Valves with Joystick Control	1
5185	16.9-28 In. 6PR R1 Bias	1
6040	Mechanical Front Wheel Drive (MFWD)	1
6101	9.5-24 In. 6PR R1 Bias	1

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 9: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX I) & the bid specifications.

_____
Print Name & Title Above

_____ _____
Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

_____
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APPENDIX J

Technical Specifications: Tractor with Side Mower

2017 JOHN DEERE 5085E Utility Tractor Cab 4WD

Code	Description	Qty
696BLV	5085E UTILITY TRACTOR	1
	Standard Options - Per Unit	
696BLV0409	5E FT4 PR ENGLISH OM	1
696BLV1381	5E FT4 12/12 TRANSMISSION	1
696BLV2050	5E FT4 CAB STD	1
696BLV2110	MECHANICAL SUSPENSION SEAT	1
696BLV3025	EXHAUST CORNER POST CAB	1
696BLV3320	DUAL REAR SCV	1
696BLV3420	DUAL MID SCV	1
696BLV5121	16.9-30 6PR R1	1
696BLV6040	FRONT AXLE MFWD	1
696BLV6111	11.2-24 6PR R1	1

Side Mower
Specifications

Tractor Model	5075E/5100E
Pick One	CAB
Pick One	4WD
Tire Sizes	12.4 24/ 18.4 30

Qty.	Item #	Description			
1	04950005	Versa Extreme Svc Arm			
1	02964876	60" Rot. head w/chains			
1		Mount Kit - 5085E/5100E Cab			
1	02963045	Mounting Svc. and Oil			

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

Yale
People. Products. Productivity.



MODEL: GP050VX

All trucks shown with optional equipment. Please refer to quotation specifications

Yale
People. Products. Productivity.

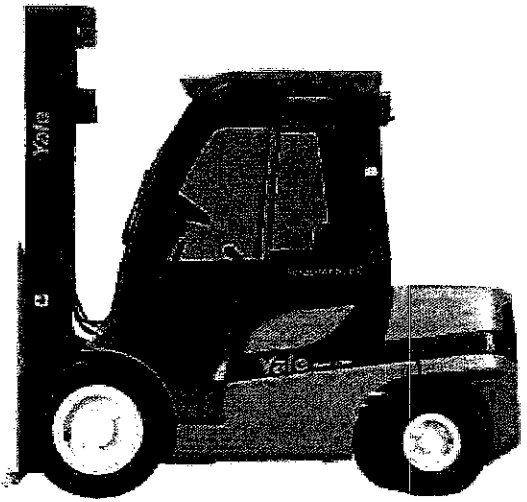
Included Items	Description
Model	Yale Veracitor Pneumatic Tire Forklift Model GP050VX: Nominal 5000 lb. capacity at 24" load center. Veracitor trucks feature Industrial Grade Critical Components that maximize productive value and economic life of the lift truck. Rugged powertrains and cooling systems 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 durabilty. 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.

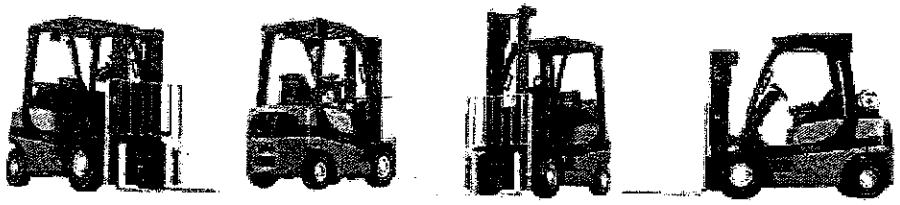
People. Products. Productivity.

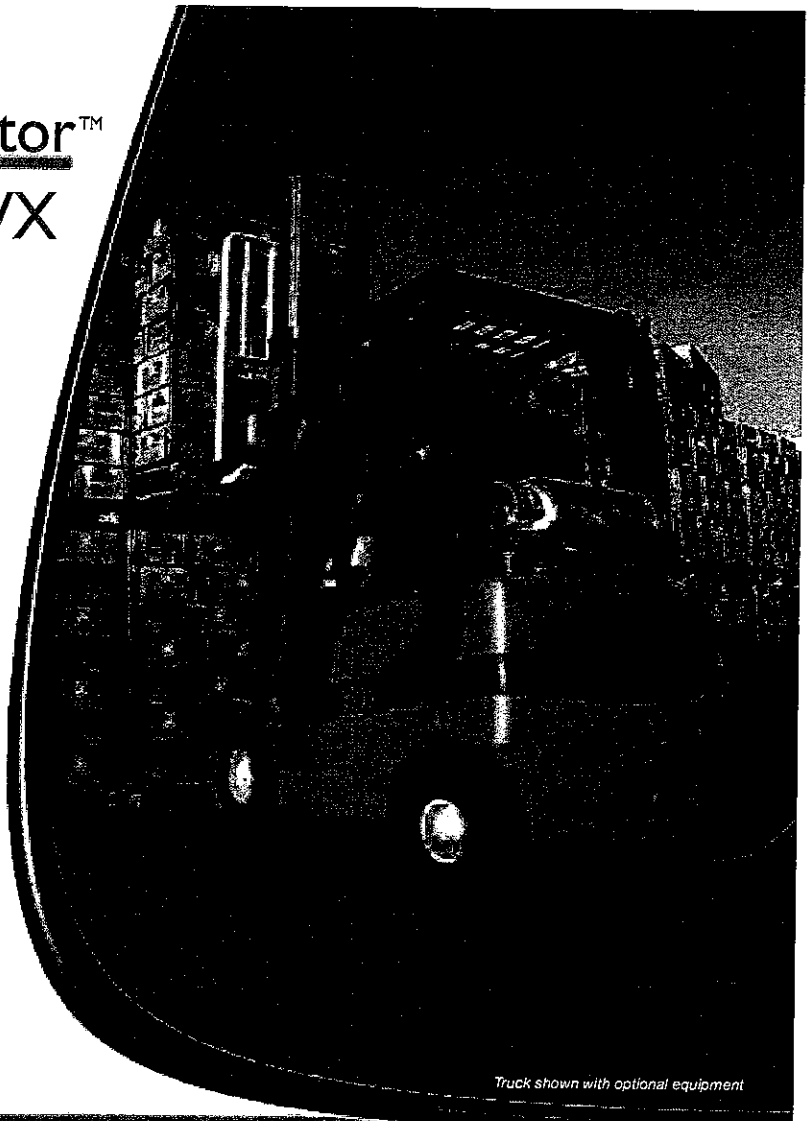
Included Items	Description
Forks	48" Long Class II Hook Type (1.6" x 3.9") Standard Tapered Forks. Designed for smooth, accurate insertion.
Hydraulics	3 Function (1 Auxiliary) Hydraulic Control Valve Cowl mounted mechanical lever hydraulic controls are conveniently located.
Hoses	1 Auxiliary Function Hose Group - 2 Hoses Internally Mounted
Wheels & Tires	Drive Tires - 7.00 x 12 - Pneumatic Shaped Solid (PSS) - Standard Tread Width Steer Tires - 6.00 x 9 - Pneumatic Shaped Solid
Operator Compartment	86" (2185mm) Overhead Guard - Grid Style
Directional Control	Lever Shift Direction Control - Mounted on Left Hand Side of Steering Column Steering wheel with integral spinner knob to enhance operator comfort and control.
Seat	Our No-Cinch ELR (Emergency Locking Retractor) seat belt system moves with the operator and improves operator comfort and safety without cinching, especially when driving in reverse. It locks only when necessary to assist in operator safety. Non-Suspension Vinyl Seat
Chassis Options	Full venting package features vented panels to allow cleaner air to enter the engine compartment. This reduces the 'vacuuming' effect where floor debris is drawn up into engine and radiator areas.
Lights & Alarms	Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A) Visible Alarm - Amber LED Strobe - Keyswitch Activated - Does Not Increase Truck Height Work Lights - LED Plastic Lens - 2 Front and 1 Rear
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty
Literature & Nameplate	English Literature Pack and Labels

Sales • Rentals • Financing • Fleet Management
Parts • Service • Operator Training

Veracitor™
GP-VX







Truck shown with optional equipment

Manufactured in our own ISO 9001:2000 Registered Facilities

Yale

Pneumatic Tire Trucks 4,000 - 7,000 lbs.

2219-2/06

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 power-train protection system and enhanced monitoring increases long-term durability.

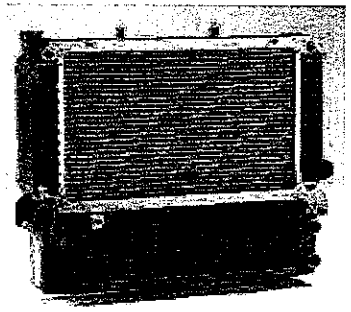
The Veracitor™ VX offers reliable electronics, including **sealed connectors**, allowing the entire truck to be pressure washed. Hall Effect sensors and switches in the key switch and direction lever have solid-state components that are magnetically operated and are 100% sealed from the environment.

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



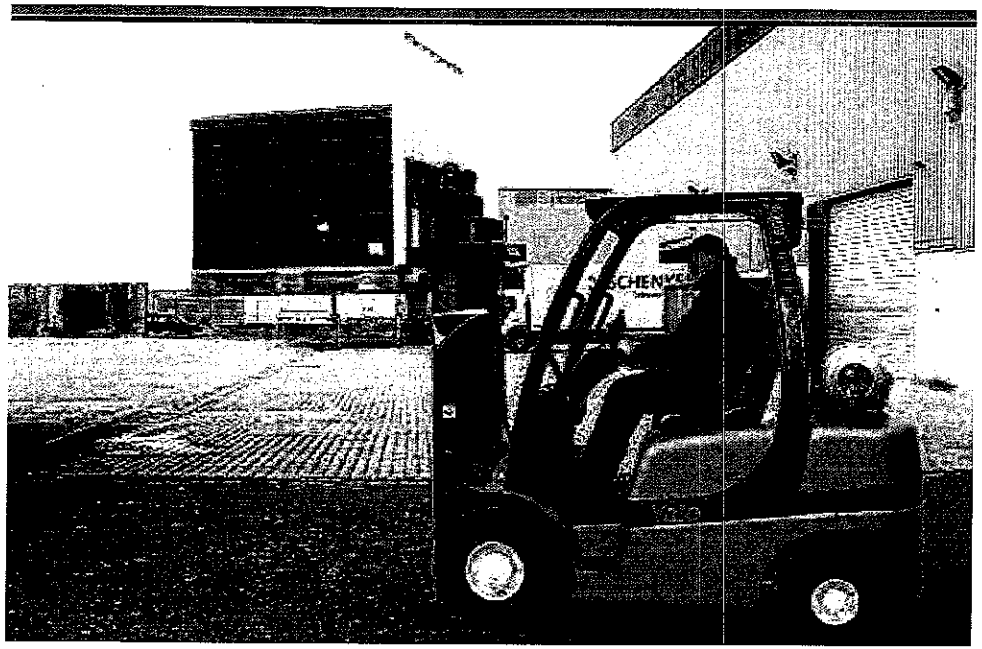
Innovative Cooling

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

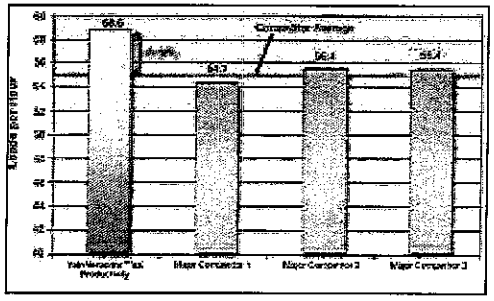
Ultimate **productivity**

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.

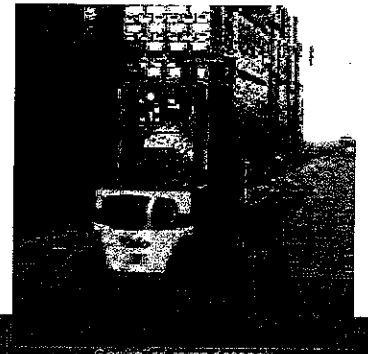
The CSE (Continuous Stability Enhancement) system enhances the truck's lateral stability with a simple, maintenance-free design that does not compromise uneven surface travel.



Various truck configurations



Variety of powertrain options



ultimate performance

Intelligent **ergonomics**

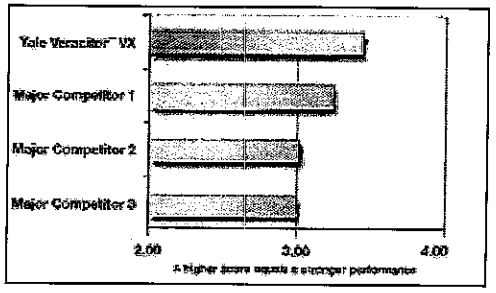
Operators prefer our trucks. Operator comfort is enhanced by the increased foot space in the well designed operator's compartment. The isolated powertrain reduces noise and vibration minimizing operator fatigue and increasing operator productivity throughout a shift. Excellent operator visibility is afforded through the Yale Global Hi Vis™ mast.



All trucks shown with optional equipment

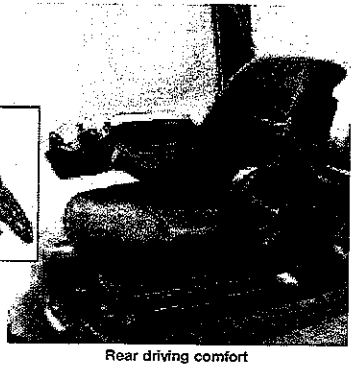
Results from an independent survey of a nationally representative sample of forklift operators indicate that operators really do prefer our trucks. Innovative designs like our optimized step height, increased shoulder clearance, easy right-side access and ergonomically designed controls make this truck 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.



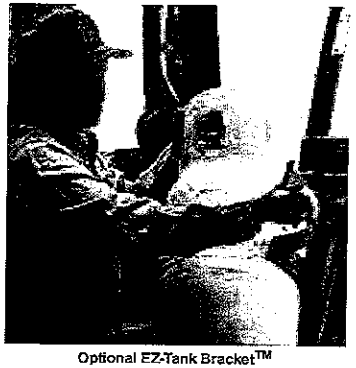


Rear driving comfort

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.

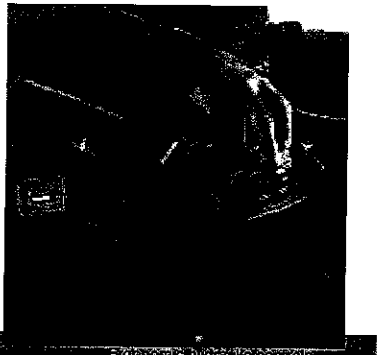


Optional EZ-Tank Bracket™

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.





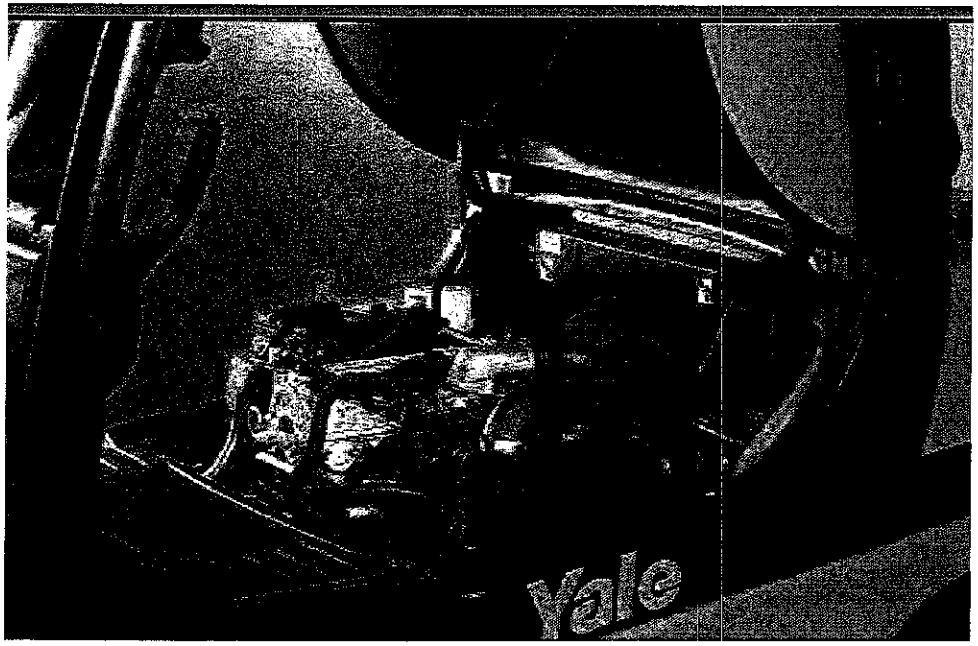


Ergonomic Palmtech Joystick

innovative design

Yale **gold service**

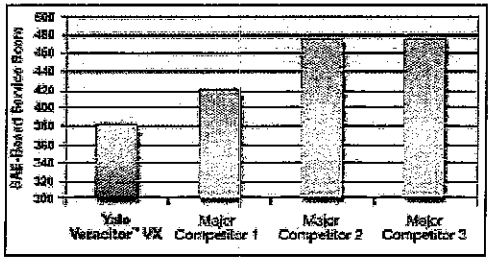
Not only is the Veracitor™ VX series designed to require less maintenance, it is also designed to be extremely easy to service. From the rear-opening, one-piece hood and on-board diagnostics, to the reliable, most comprehensive parts availability in the industry, these trucks were designed with service 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



maximum access

Low **cost of ownership**

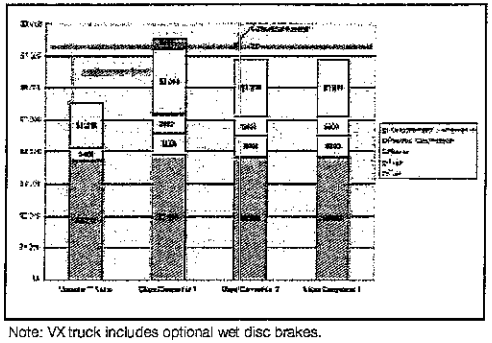
The purchase price of a truck is only a small part of its overall cost. A lift truck's cost of ownership is the largest portion of dollars spent and includes such elements as periodic maintenance, unscheduled repairs, tires, brakes and fuel costs. The Yale engineers focused on cost savings with additional 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.

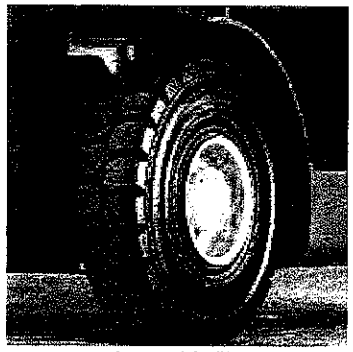
The Techtronix transmissions offer **improved tire and fuel costs** through controlled power reversal. Yale's various engine options offer reduced operating costs. Mazda 2.0, 2.2, and GM2.4L Gas/LP engines, and the Yanmar 2.6L and 3.3L Diesel engines deliver **outstanding fuel economy** with competitive 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.

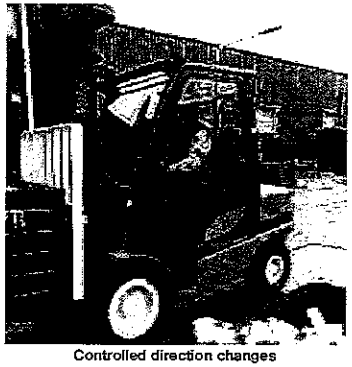
Brake life is significantly improved with the optional **Auto Deceleration System**, which is standard on the Techtronix transmissions. This system automatically slows the truck when the throttle pedal is released, minimizing brake usage requirements, and reducing associated brake wear costs.

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.

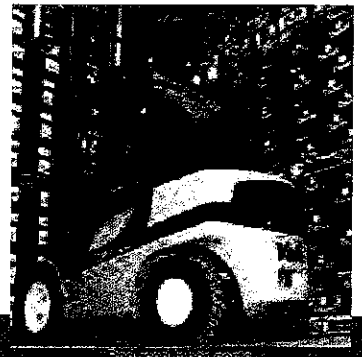
Yale has improved serviceability of the Veracitor™ VX series and thereby **reduced the labor cost** involved with periodic maintenance and unscheduled repairs. Easy to remove floor plate requires no tools and offers complete access to the powertrain. Simplified daily checks and reduced service requirements lead to lower maintenance costs.



Increased tire life



Controlled direction changes



intelligent investment

Veracitor™ VX **choices**

The Veracitor™ VX Series is available in three configurations to meet and exceed your materials handling application requirements.



Truck Type	VX Productivity	VX Value	VX
Design Objective	maximize loads moved per hour	minimize cost per hour	economical purchase price
Environment	variable	variable	clean/dry
Extended Drawbar Pull	frequent	minimal	none
Hydraulic Attachments	high attachment usage	moderate	sideshift/fork positioner only

Veracitor™ VX **versatility**

The Veracitor™ VX series offers various truck configurations and options to meet your application requirements.

Engines	Transmissions	Hydraulics	Brakes
2.0L Mazda Power = 40.6 HP Torque = 82 lb - ft @ 2,600 RPM	**Standard Electronic** One-speed Transmission Electronic Inching Heavy-Duty Clutch Packs	**Manual Cowl** Easy Reach Ergonomic Design Excellent Right-Side Access	**Drum** Self-Energizing Automatically Adjusting
2.2L Mazda Power = 46.5 HP Torque = 94 lb - ft @ 2,600 RPM	**Techtronix 100** All Features of Standard Single-speed Auto-Deceleration System Extended Drawbar Pull Controlled Rollback	**Accutouch Minilever Electro-Hydraulics** Fingertip Activation Best-in-Class Comfort Excellent Right-Side Access	**Oil Cooled Wet Disc** "Long Life" Brakes; Virtually no Maintenance Fully Sealed for Tough Environments
2.4L General Motors Power = 62 HP Torque = 123 lb - ft @ 2,600 RPM	**Techtronix 200/200X** All Features of 100 Single-speed / Two-speed Extended Drawbar Pull Auto-speed Hydraulics with Automatic Inching Control Throttle Response Management	**PalmTech-Joystick Electro-Hydraulics** Industry First All-in-One Control Leading-Edge Design Excellent Right-Side Access	
2.5L Yanmar Power = 48 HP Torque = 108 lb - ft @ 1,400 RPM			
3.3L Yanmar Power = 65 HP Torque = 155 lb -f t @ 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			Std
Anti-clog, square wave radiator	Std		
Heavy-duty, anti-clog square wave radiator		Std	Opt
Heavy-duty "Combi-Cooler" radiator	Std	Opt	
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	
FleetCare Package	Opt	Opt	

Productivity **highlights**

Mazda 2.0L Engine			Std
Mazda 2.2L Engine		Std	
GM 2.4L Engine	Std		
Yanmar 2.5L Engine		Opt	Opt
Yanmar 3.3L Engine	Opt		
Standard electronic transmission with electronic inching			Std
Techtronix 100 transmission	Opt	Std	
All the features of the standard electronic transmission	•	•	
Auto Deceleration System – smooth directional changes	•	•	
Controlled power reversal feature – reduces tire wear up to 50%	•	•	
Controlled roll back on ramps – enhances driver control	•	•	
Techtronix 200 transmission features	Std		
All the features of the Techtronix 100	•		
Auto-speed Hydraulics – superior hydraulic control	•		
Throttle Response Management – superior traction controllability	•		
Techtronix 200X transmission features	Opt		
All the features of the Techtronix 200	•		
Extended drawbar pull – higher torque capabilities	•		
Lower 1st gear increases power and gradeability	•		
Higher 2nd gear enhances efficiency on long runs	•		
CSE (Continuous Stability Enhancement)	Std	Std	Std
Yale Global Hi Vis™ mast	Std	Std	Std

* Veracitor™ 7000 lb. truck has a 2.2L engine in the base configuration for LP and a 3.3L for diesel.

Note: Std = Standard, Opt = Optional, N/A = Not Available

Veracitor™ VX **highlights/options**





Productivity **highlights**, *continued*

	VX Productivity	VX Value	VX
Hall Effect sensors and switches feature solid-state components – no adjustments	Std	Std	Std
Sealed electrical connectors keep out water and debris	Std	Std	Std
Directional change lever	Std	Std	Std

Productivity **options**

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	
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	
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. Data is approximate and for applications under ideal conditions. 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	
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			Std
Anti-clog, square wave radiator	Std		
Heavy-duty, anti-clog square wave radiator		Std	
Heavy-duty "Combi-Cooler" radiator	Std	Opt	
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	
Controlled power reversal	Std	Std	
Throttle response management	Std		

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	
Operator password	Opt	Opt	Opt
FleetCare package	Opt	Opt	
Rental package	Opt	Opt	
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 trucks indicated in this brochure may be covered by U.S. Patent 5,334,818 and other patents pending.

Yale®

People. Products. Productivity.™

GP-VX

VERACITOR® PNEUMATIC TIRE TRUCKS

4,000 · 5,000 lbs

Yale Veracitor® GP-VX Series
This series of trucks is available in several configurations, designed to meet and exceed your material handling application requirements. The Veracitor® forklift can be configured for maximum performance for medium to heavy duty applications with state-of-the-art features and superior power. Applications with standard and medium duty requirements can optimize the product for lowest cost of operation. Standard duty applications can enjoy excellent performance with minimal acquisition cost.

Yale Veracitor® VX Engines feature a rigid cast iron block and main bearing caps. The nodular iron crankshaft is supported with five main bearings. The Kubota LPG and Yanmar diesel engines feature cast iron cylinder head engine blocks for strength and resistance to shock. All engines feature hardened exhaust valve seats with stellite coated valves for superior durability. Ignition systems feature individual coils for each cylinder. All engines are EPA emissions compliant and feature closed loop emissions regulation systems that continually monitor exhaust and adjust fuel/air mix as necessary. The Kubota LPG engine features a long cylinder stroke for improved torque. Mazda and Kubota engines feature electronic throttle control for precise performance and consistent operation.

Fuel System
All engines are EPA emissions compliant and feature closed loop emissions regulation systems that continually monitor exhaust and adjust fuel/air mix as necessary. Yale Veracitor® VX Engines use a vaporizer/regulator to convert the fuel from a liquid to a gas, and a mixer carburetor. The Kubota LPG engine features three individual performance modes to optimize fuel economy in applications with different productivity levels. The Mazda gasoline engine uses Electronic Gasoline Injection (EGI) with a Mass Air Flow sensor input to the Engine Control Unit (ECU) to determine fueling requirements. Yanmar diesel engines use a rotary fuel injection pump to meter the proper amount of fuel to each cylinder.

Transmission
There are two transmission selections available with multiple engine configurations that will handle a wide variety of material handling applications. Both transmissions feature electronic inching (requires no adjustment), electronic shift control, neutral start switch, and anti-restart protection. A single pedal controls both inching and braking. Optional dual inch/brake pedals are available for operators who prefer this design. A 10 micron filter protects the transmission from abrasive contaminants.

The Techtronix 100 features Auto Deceleration through the controlled application of clutch packs, and also reduces tire spin by precisely regulating engine speed during controlled ramp descent.

Cooling System employs a 17" blade pusher-type fan. A high capacity, cross-flow radiator ensures rapid heat dissipation. The sealed cooling system operates at a pressure of 15 psi and includes a coolant recovery tank for visual inspection of coolant level. The transmission oil cooler is integrated into the radiator and is located in the side tank. The optional combi-cooler radiator features an externally mounted transmission oil cooler for increased heat transfer capability. All radiators are soft-mounted for excellent durability.

Drive Axle
The drive axles are designed to withstand heavy duty loads and absorb shock loads. The wheel hubs rotate on large tapered roller bearings. The drive shaft transmits torsion to the drive axle from the engine and transmission. Transmission torque occurs through an industrial hypoid ring gear and pinion differential assembly.

The drive axle is a self contained assembly that is isolated from the transmission by a heavy duty rubber isolator. The axle shafts utilize a "rolled fillet" root spline design for increased resistance to torsion stress. A magnetic sump plug is used to collect any metal particles that are circulating in the axle oil, preventing excessive component wear.

Hydraulic Brakes
Asbestos-free brake linings are bonded to steel shoes and act against cast iron drums. Single circuit master cylinder has a sealed fluid reservoir and features a fluid level sensor which activates an indicator light located on the instrument panel. Independent, hand adjustable parking brake with push-button locking has audible alarm.

(continued on back)

Gas/LP Engine Specifications

Engine	Mazda 2.2L
Cylinders	4
Camshaft	Overhead Valve
Displacement Gas	133 cu.in/2.2 liter
Displacement LP	133 cu.in/2.2 liter
Torque Gas	111 lb.ft @ 2050 RPM
Torque LP	105 lb.ft @ 1500 RPM
Horsepower Gas	50hp
Horsepower LP	48hp

LP Engine Specifications

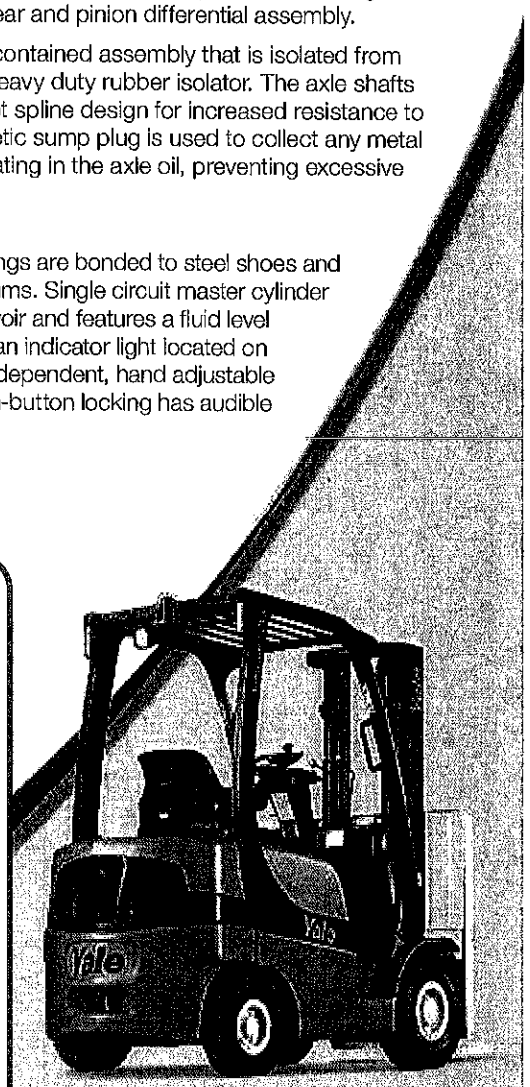
Engine	Kubota 2.5L
Cylinders	4
Camshaft	Overhead Valve
Displacement	152 cu.in/2.5 liter
Torque	131 lb.ft @ 1000 RPM
Horsepower	59 @ 2500 rpm
Air Filtration	Two stage, Dry Type
Emission Control	Closed Loop

Diesel Engine Specifications

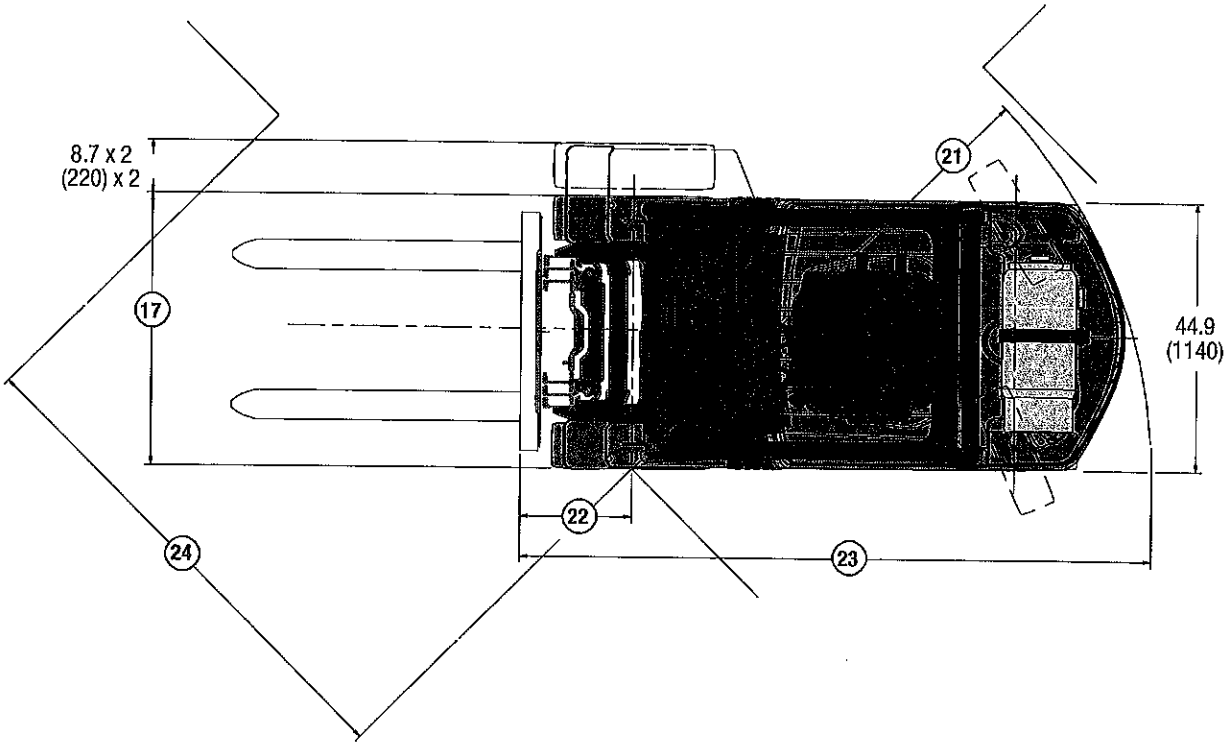
Engine	Yanmar 2.6L
Cylinders	4
Camshaft	Overhead Valve
Displacement	203 cu.in/2.6 liter
Torque	106 lb.ft @ 1400 RPM
Horsepower	46hp

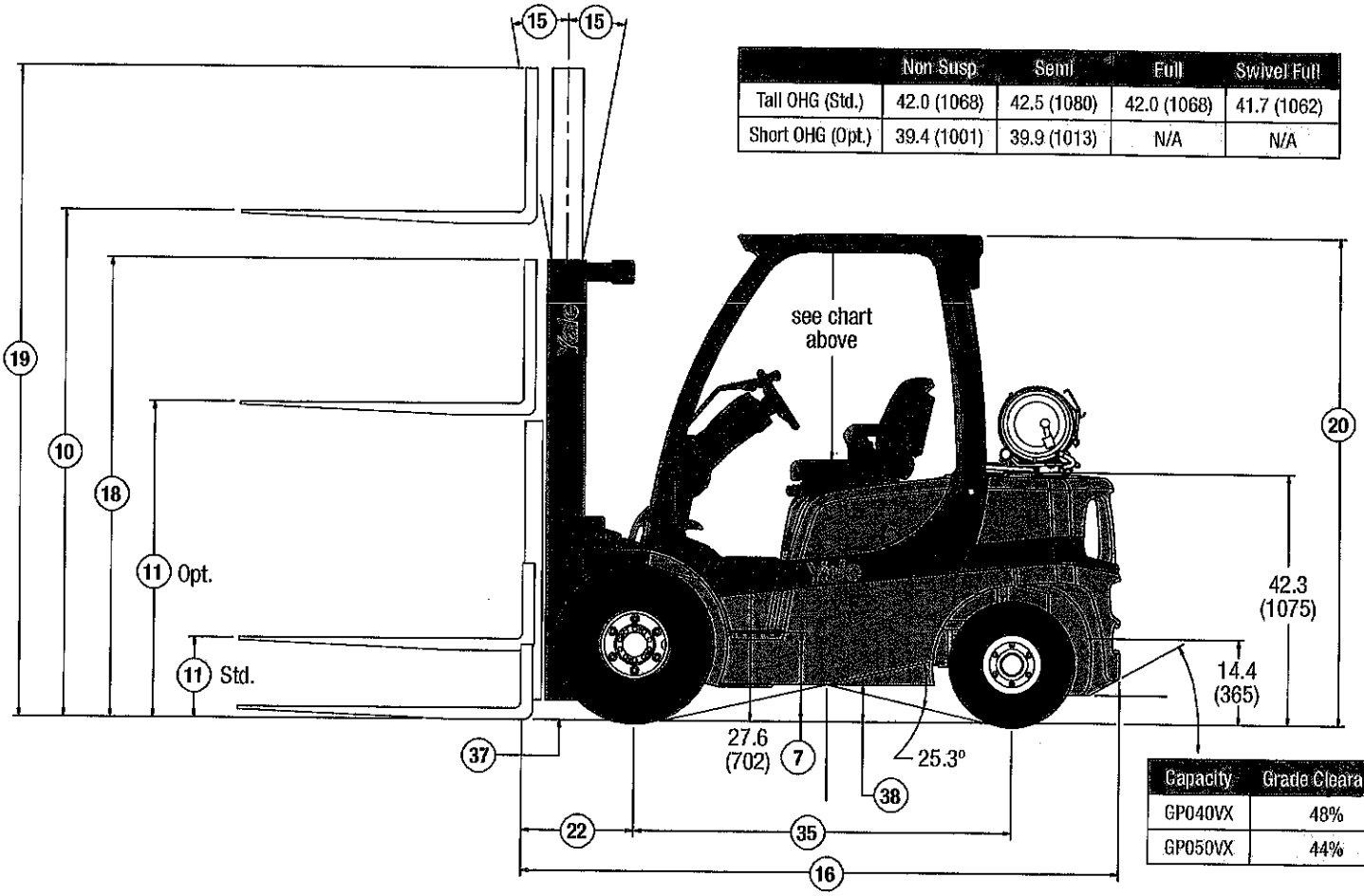
Diesel Engine Specifications

Engine	Yanmar 3.3L
Cylinders	4
Camshaft	Overhead Valve
Displacement	203 cu.in/3.3 liter
Torque	139 lb.ft @ 1700 RPM
Horsepower	58hp



Truck shown with optional equipment





	Non Susp	Semi	Full	Swivel Full
Tall OHG (Std.)	42.0 (1068)	42.5 (1080)	42.0 (1068)	41.7 (1062)
Short OHG (Opt.)	39.4 (1001)	39.9 (1013)	N/A	N/A

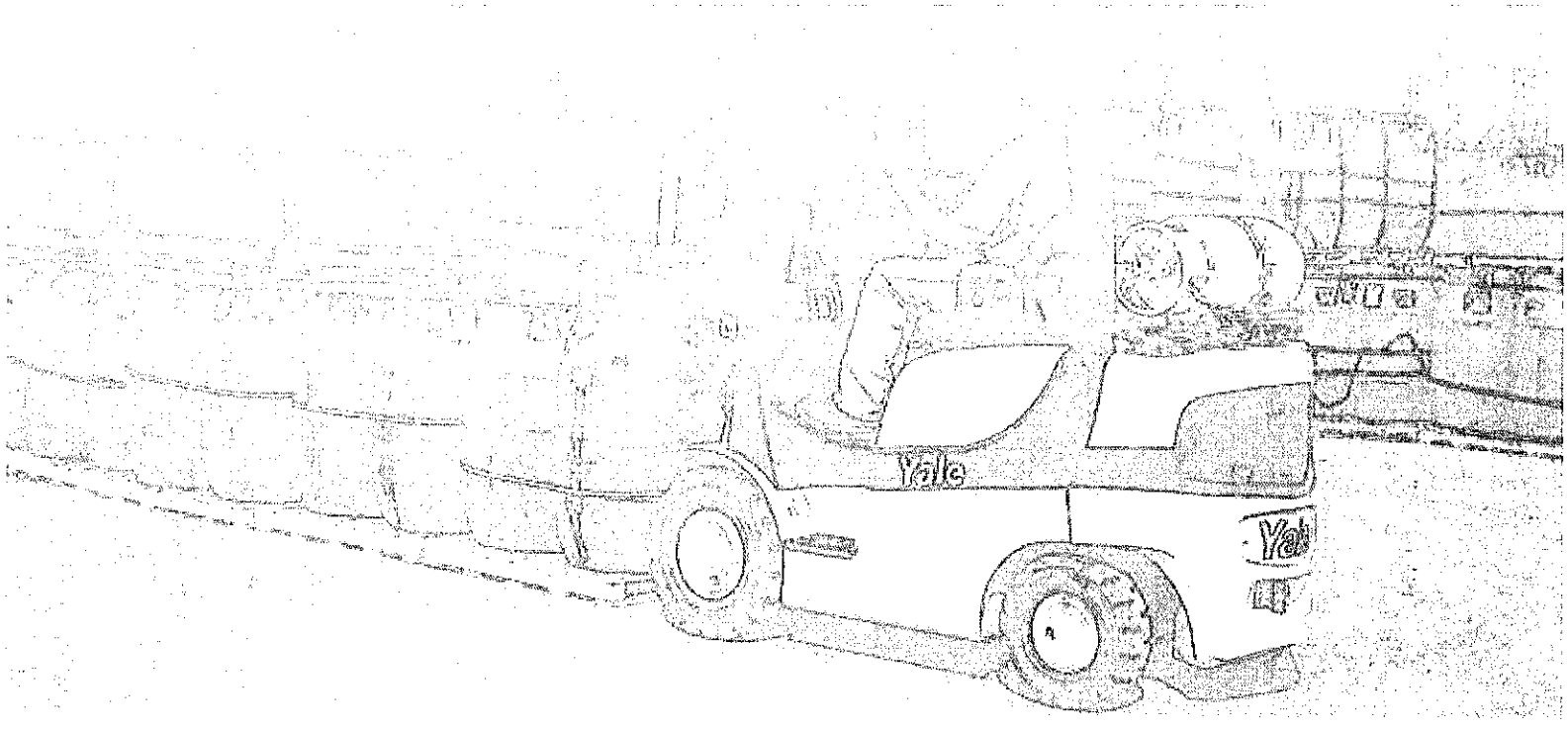
Capacity	Grade Clearance
GP040VX	48%
GP050VX	44%

GENERAL	1	Manufacturer Name		Yale				
	2	Model		GP040VX				
		Engine		Mazda 2.2L		Kubota 2.5L	Yanmar 2.6L	Yanmar 3.3L
	3	Rated Capacity	lb (kg)	4000 (1815)				
	4	Load Center, Distance	in (mm)	24.0 (610)				
	5	Power Type - LPG, Diesel		LPG	Gas	LPG	Diesel	
	6	Operator Type		Sit-Down Rider				
	7	Step Height	in (mm)	15.0 (382)				
	8	Tire Type - Cushion, Solid, Pneumatic		Pneumatic				
	9	Wheels, Number - Front/Rear		2x/2				
DIMENSIONS	10	Lift Height, Top of Fork (TOF)	in (mm)	129 (3292)				
	11	Lift Heights, Std. Limited Free Lift (LFL) w/LBR (TOF)	in (mm)	5 (140)				
		Lift Heights, Optional Full Free Lift (FFL) w/LBR (TOF)	in (mm)	61 (1565)				
	12	Standard Carriage Width	in (mm)	42.0 (1067)				
	13	Forks, Thickness x Width x Length	in (mm)	1.6 X 3.9 X 42 (40 X 100 X 1067)				
	14	Fork Spread, Outside Dimensions	in (mm)	43.3 (1099)				
	15	Mast Tilt Angles, Forward/Backward	degrees°	6F/10B				
	16	Length To Face of Forks	in (mm)	98.0 (2486)				
	17	Overall Width, Standard Tread	in (mm)	45.6 (1157)				
		Overall Width, Wide Tread	in (mm)	51.9 (1317)				
	18	Height, Standard Mast - Lowered	in (mm)	86.0 (2170)				
	19	Height, Standard Mast - Extended with LBR	in (mm)	147 (3715)				
		Height, Standard Mast - Extended without LBR	in (mm)	123 (3100)				
	20	Height, Standard Overhead Guard	in (mm)	85.0 (2160)				
		Height, Optional Overhead Guard	in (mm)	82.4 (2093)				
	21	Turning Radius, Minimum Outside (OTR)	in (mm)	84.6 (2149)				
	22	Length, Center of Wheel to Face of Forks	in (mm)	18.5 (470)				
	23	Aisle Width, Right Angle Stack (Add Length of Load)	in (mm)	103.1 (2619)				
	24	Equal Aisle, 90-Degree Intersecting Aisle	in (mm)	79.5 (1987)				
PERFORMANCE	25	Travel Speed, Powershift Transmission RL/NL	mph (km/h)	10.6/11.2 (17.1/18.0)		10.4/10.6 (16.7/17.0)	10.5/11.2 (16.9/18.0)	11.3/12.0(18.2/19.3)
	26	Lift Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	110/112 (.56/.57)		122/126 (.62/.64)	132/140 (.67/.71)	134/134 (.68/.68)
		Lift Speed, Optional 2-Stage FFL RL/NL	ft/min (m/s)	98/100 (.50/.51)		106/112 (.54/.57)	118/124 (.60/.63)	120/120 (.61/.61)
		Lift Speed, Optional 3-Stage FFL RL/NL	ft/min (m/s)	104/106 (.53/.54)		114/120 (.58/.61)	126/132 (.64/.67)	128/128 (.65/.65)
	27	Lowering Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	114/98 (.58/.50)				
		Lowering Speed, Optional 2-Stage FFL RL/NL	ft/min (m/s)	98/83 (.50/.42)				
		Lowering Speed, Optional 3-Stage FFL RL/NL	ft/min (m/s)	106/93 (.54/.47)				
	28	Maximum drawbar pull (laden/unladen)	lb (kg)	4611/2716 (2092/1232)	4843/2716 (2197/1232)	5018/2716 (2270/1232)	4767/2601 (2162/1180)	4980/2473 (2259/1122)
		Drawbar Pull, Std. Transmission @ 1 mph RL/NL	lb (kg)	3808/2716 (1727/1232)	4059/2716 (1841/1232)	4297/2716 (1949/1232)	3921/2601 (1779/1180)	4418/2473 (2004/1122)
	29	Gradeability, Std. Transmission @ 1 mph RL/NL	Percent %	31/34	33/34	33/34	33/34	40/33
WT.	31	Weight, Standard Truck (2-Stg. LFL 84/127) NL	lb (kg)	7590 (3443)				
		Weight, Standard Truck (2-Stg. LFL 84/127) RL	lb (kg)	11590 (5257)				
	32	Axle Loading, Static Front/Rear NL	lb (kg)	3887 (1763) / 3697 (1677)				
		Axle Loading, Static Front/Rear RL	lb (kg)	10550 (4785) / 1034 (469)				
TIRES & WHEELS	33	Tire Size, Front		7.00 x 12 - 12				
	34	Tire Size, Rear		6.00 x 9				
	35	Wheelbase	in (mm)	63.9 (1623)				
	37	Ground Clearance, Lowest Pt. NL (w/RL subtract 6mm)	in (mm)	5.2 (132)				
	38	Ground Clearance, Center of Wheelbase NL	in (mm)	6.3 (160)				
	39	Service Brake - Method of Control/Operation		Foot/Hydraulic				
	40	Parking Brake - Method of Control/Operation		Hand/Mechanical				
POWERTRAIN	41	Battery Type		Maintenance Free				
	42	Volts/Cold Cranking Amps	v/cca	12/475			12/770	
	43	Engine, Manufacturer/Model		Mazda 2.2L		Kubota 2.5L	Yanmar 2.6L	Yanmar 3.3L
	44	Permanent Output	hp (kw)	53 (39)	55 (41)	59 (44)	46 (34)	58 (43)
	45	Torque @ Rated RPM	ft Lbs (kg/m)	105 (15) @ 1500 RPM	111 (15) @ 2000 RPM	131 (18) @ 1000 RPM	106 (15) @ 1400 RPM	139 (19) @ 1700 RPM
	46	Number of Cylinders/Displacement	No/cc (ci)	4/2184 (133)		4/2491 (152)	4/2659 (162)	4/3319 (203)
	47	Transmission Type, Standard		Electronic Powershift				
		Standard Speeds, Forward - Reverse		1-1/N/A				
	49	Hydraulic Tank Capacity (Drain and Refill)	gal (liter)	12.1 (45.8)				
	50	Fuel Tank Capacity (Gas to Diesel Powered Units Only)	gal (liter)	13.9 (52.8)				
	51	Auxiliary Hydraulic Pressure Relief for Attachments	PSI (Mpa)	2250 (15.5)				

GENERAL	1	Manufacturer Name		Yale				
	2	Model		GP050VX				
		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				
	9	Wheels, Number - Front/Rear		2x/2				
DIMENSIONS	10	Lift Height, Top of Fork (TOF)	in (mm)	129 (3292)				
	11	Lift Heights, Std. Limited Free Lift (LFL) w/LBR (TOF)	in (mm)	5 (140)				
		Lift Heights, Optional Full Free Lift (FFL) w/LBR (TOF)	in (mm)	61 (1565)				
	12	Standard Carriage Width	in (mm)	42 (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)				
	21	Turning Radius, Minimum Outside (OTR)	in (mm)	87.2 (2216)				
	22	Length, Center of Wheel to Face of Forks	in (mm)	18.5 (470)				
	23	Aisle Width, Right Angle Stack (Add Length of Load)	in (mm)	105.7 (2686)				
	24	Equal Aisle, 90-Degree Intersecting Aisle	in (mm)	80.6 (2020)				
PERFORMANCE	25	Travel Speed, Powershift Transmission RL/NL	mph (km/h)	10.6/11.2 (17.1/18.0)		10.4/10.6 (16.7/17.0)	10.5/11.2 (16.9/18.0)	11.3/12.0(18.2/19.3)
	26	Lift Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	110/112 (.56/.57)		122/126 (.62/.64)	126/140 (.64/.71)	134/134 (.68/.68)
		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)				
	28	Maximum drawbar pull (laden/unladen)	lb (kg)	4290/2574 (1946/1168)	4508/2574 (2045/1168)	4988/2574 (2270/1168)	4359/2574 (1977/1168)	4946/2417 (2243/1096)
		Drawbar Pull, Std. Transmission @ 1 mph RL/NL	lb (kg)	3790/2574 (1719/1168)	4044/2574 (1834/1168)	4268/2574 (1936/1168)	3921/2574 (1779/1168)	4384/2417 (1989/1096)
	29	Gradeability, Std. Transmission @ 1 mph RL/NL	Percent %	27/29	29/29	33/29	28/29	34/29
WT.	31	Weight, Standard Truck (2-Stg. LFL 84/127) NL	lb (kg)	8330 (3778)				
		Weight, Standard Truck (2-Stg. LFL 84/127) RL	lb (kg)	13330 (6046)				
TIRES & WHEELS	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)				
	33	Tire Size, Front		7.00 x 12 - 12				
	34	Tire Size, Rear		6.000 x 9				
	35	Wheelbase	in (mm)	63.9 (1623)				
	37	Ground Clearance, Lowest Pt. NL (w/RL subtract 6mm)	in (mm)	5.2 (132)				
	38	Ground Clearance, Center of Wheelbase NL	in (mm)	6.3 (160)				
	39	Service Brake - Method of Control/Operation		Foot/Hydraulic				
	40	Parking Brake - Method of Control/Operation		Hand/Mechanical				
POWERTRAIN	41	Battery Type		Maintenance Free				
	42	Volts/Cold Cranking Amps	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	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)
2-Stage Limited Free Lift (LFL) Mast						
86 (2170)	5 (140)	129 (3292)	178 (4515)	6°/6°	7590 (3443)	8330 (3778)
2-Stage Full Free Lift (FFL) Mast						
86 (2170)	61 (1565)	130 (3302)	179 (4525)	6°/6°	7630 (3461)	8370 (3797)
3-Stage Full Free Lift (FFL) Mast						
78 (1970)	54 (1390)	171 (4350)	220 (5570)	6°/6°	7870 (3570)	8610 (3905)
84 (2120)	60 (1540)	189 (4800)	237 (6020)	6°/6°	7950 (3606)	8690 (3942)
86 (2170)	62 (1590)	194 (4950)	243 (6170)	6°/6°	7970 (3615)	8720 (3955)
90 (2270)	66 (1690)	200 (5100)	249 (6320)	6°/6°	8020 (3638)	8760 (3973)
96 (2420)	72 (1840)	218 (5550)	267 (6770)	6°/6°	8100 (3674)	8840 (4010)

Note: GP040VX & GP050VX have standard 7.00 x 12 x 14 drive tires @ 45.6 inch (1157 mm) overall width.



(continued from cover)

Wet Disc Brakes
Optional oil-cooled wet disc brakes provide excellent stopping power with an extremely long service life. The brake cooling oil circulates within the axle to provide consistent braking performance with no fade or change in pedal effort or travel, throughout the entire shift and beyond.

Hydrostatic Power Steering provides responsive control and eliminates mechanical linkages for reduced surface shock and simplified maintenance. The steering wheel is 12 inches in diameter with a textured surface grip and spinner knob, and requires only four turns lock-to-lock. The center mounted steer cylinder is located within the confines of the steer axle for protection.

Steer Axle is constructed of cast steel and is rubber shock mounted to the frame for reduced wear and vibration. The Continuous Stability System (CSS™) enhances lateral truck stability through reduced steer axle articulation, while simultaneously allowing uncompromised travel across various surfaces.

Chassis designed by state-of-the-art finite element methods contains a rugged, unitized frame structure with a low step for simple entrance to the operator's compartment. Ergonomically designed overhead guard is bar type for excellent visibility and reduced noise.

Operator's Compartment features cowl-mounted hydraulic control levers positioned on the right side of the steering column. Optional Accutouch electro-hydraulic controls are integrated into the operator's right-side armrest allowing superior ergonomic actuation. A pedal arrangement with a large, single inch/brake pedal is standard. Tilt cylinders are located beneath the floor for uncluttered space. Rubber floor mat reduces noise and vibration. Floorplate can be removed without tools for excellent service access. Low step height and a convenient hand grip provide easy entry and exit to and from the truck.

Intellix VSM acts as a master truck controller, providing extensive monitoring and control of truck functions and systems. CANbus technology reduces wiring complexity and enables comprehensive communications between truck systems. The ergonomically positioned dash display transmits continual feedback to the operator and allows for communication of service codes. Comprehensive on-board diagnostics enable quick and easy troubleshooting. The electrical system features sealed connectors and Hall Effect sensors for superior dependability.

Hydraulic System incorporates a gear type pump, cast iron body for quiet efficiency. The system is protected from overloads by a main relief valve for the lift circuit and a secondary relief valve for tilt and auxiliary functions. Oil is double filtered through a 100 mesh suction line strainer and 10 micron return line filter. The hydraulic tank is integrated into the frame. An emergency lowering valve is provided to allow the load to be lowered in the event of power loss. O-ring face seal fittings are used in all high pressure hydraulic connections.

Masts are available in 2-stage LFL (Hi-Vis™2), 2-stage FFL (Hi-Vis™), and 3-stage FFL (Hi-Vis™2) models. Mast features flush-faced design with geometrically matched, angled load roller bearings which are canted, yet provide full-face roller contact. The mast front rail flange angle coupled with the inverted "J" inner channel and three degree mast rollers significantly reduce channel and roller wear. "J-hook" mast mounting system allows for convenient mast installation and removal. A bronze phenolic mast pivot bushing with woven reinforcement offers high load carrying capability with outstanding durability.

Options
Techtronix 100 transmission
- Auto Deceleration System
- Controlled power reversal feature
- Controlled rollback on ramps

Powertrain protection with engine shutdown system
Premium monitoring package
High air intake with precleaner
Accumulator
Keyless start (w/auxiliary key switch)
Various light packages
- Two brake/back-up high intensity LED lights
- Two front and one rear halogen or LED work lights
- Two front, one rear halogen or LED work light and two brake/tail/back-up high intensity LED lights

Traction speed limiter
Heavy duty combi-cooler radiator
Swing-out, drop-down EZ-tank bracket
Accutouch mini-lever electro-hydraulic control
Return-to-set tilt
Rear drive handle with horn button
High-visibility non-cinch seat belt with or without interlock
Polycarbonate overhead guard rain top
Swivel full-suspension seat
Foot Directional Control pedal
Extension tubes with or without quick disconnects
10° forward/6° backward tilt
Operator password
Load weight display
Impact monitor
Seatside directional control
Integral sideshifting fork positioner
Dual side view mirrors
Audible alarm - reverse actuated 82-102 db(A) self-adjusting
Visible alarm amber strobe light - continuous activated, overhead guard mounted
Paper applications kit
Operator pre-shift checklist
Oil-cooled wet disc brakes
Pneumatic shaped solid tires
Radial tires
Dual drive tires
Cab with or without air conditioning
Dual pedal inch/brake
Vented hood
Overhead exhaust
UL options of GS, D, DS, LPS

Yale®
People. Products. Productivity.™

2219-2C 3/2014 *All trucks shown with optional equipment.*

Truck performance may be affected by the condition of the vehicle, how it is equipped and the application. Consult your Yale® Industrial Truck Dealer if any of the information shown is critical to your application. Specifications are subject to change without notice.

This truck meets all applicable mandatory requirements of ANSI B56.1 Safety Standard for Powered Industrial Trucks at the time of manufacture. Classified by Underwriters' Laboratories, Inc., as to fire and electric shock hazard only for Type E industrial trucks.

The Yale® products included in this document may be covered by US patent 6,664,146 and other patents pending.

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 11: Bidder agrees to provide equipment that will meet or exceed the standard specifications as described in this appendix (APPENDIX K) & the bid specifications.

KIRK VASQUEZ - Account Manager
Print Name & Title Above

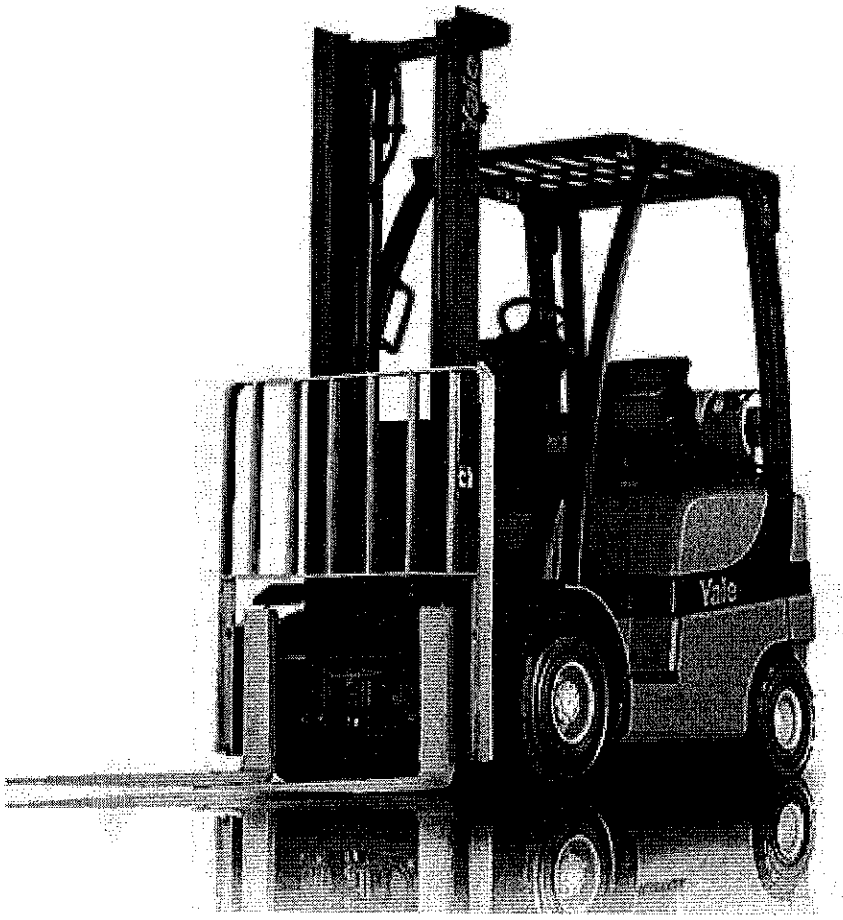
Signature

1/18/2018
Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

BRIGGS EQUIPMENT
6210 WALDEN ROAD
BEAUMONT, Texas 77707
Phone: (409) 840-4463

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MODEL: GP050VX

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	**County of Jefferson**
ADDRESS	5700 Jade Ave., Port Arthur, Texas, 77642
SHIP-TO ADDRESS	5700 Jade Ave, Port Arthur, Texas, 77640-1018
CONTACT NAME	Mr. Jason Castille
PHONE	+1.409.736.2851

PROPOSED BY	Kirk Vasquez		
PHONE	(409) 840-4463	**EMAIL**	kirk.vasquez@briggsequipment.com
DATE	Nov 28 2017	**QUOTE EXPIRATION**	Feb 06 2018

Quote Number: 2017-44865

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Quoted Model: GP050VX Available Features

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.

Proposal Summary

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 durabilty. 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

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Included Items	Description
	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.
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 Auxillary 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; please see full Warranty Statement for additional details.
Literature & Nameplate	English Literature Pack and Labels

Total Investment

Price GP050VX	$31,995.00		
Quoted Quantity	1	**TOTAL:**	$31,995.00

Proposal By: Kirk Vasquez **Accepted By:** _____

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BEAUMONT, Texas 77707
Phone: (409) 840-4463

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Signature:	Kirk Vaney	**Signature:**	
Date Signed:	1/22/2018	**Date Accepted:**	
		PO Number:	

Terms and Conditions

ACCEPTANCE

ALL QUOTATIONS ARE SUBJECT TO PROMPT ACCEPTANCE AND TRANSMITTAL OF ORDER. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE UNLESS OTHERWISE STATED. CONTRACTS AND AGREEMENTS ARE NOT VALID UNLESS APPROVED AND ACCEPTED IN WRITING IN THE EXECUTIVE OFFICE IN DALLAS, TEXAS OR IN A BRANCH OFFICE LOCATED WITHIN THE STATE OF TEXAS. HOWEVER, ALL CONTRACTS SHALL BE DEEMED TO HAVE BEEN EXECUTED IN DALLAS COUNTY, TEXAS.

DELAYS

DELIVERIES UNDER ALL CONTRACTS AND AGREEMENTS ARE CONTINGENT UPON ACTS OF PROVIDENCE, STRIKES, ACCIDENTS, GOVERNMENTAL PRIORITY REGULATIONS AND OTHER CAUSES OF DELAY BEYOND THE SELLER'S CONTROL, AND IN NO EVENT WILL THE SELLER BE LIABLE FOR CONSEQUENTIAL DELAYS OR LOSSES.

CANCELLATIONS

ORDERS CANNOT BE SCHEDULED, CANCELLED, SPECIFICATIONS CHANGED OR GOODS RETURNED WITHOUT SELLER'S PRIOR PERMISSION. ACCEPTANCE IS CONDITIONAL UPON REIMBURSEMENT FOR CONSEQUENTIAL LOSS TO THE SELLER AND APPLICABLE RESTOCKING FEES. SPECIAL OR CUSTOM ORDERS CANNOT BE CANCELLED.

DELIVERIES

PROMISES OF DELIVERY ARE GIVEN AS ACCURATELY AS CONDITIONS WILL PERMIT, BUT DUE TO SHIPPING AND MANUFACTURING CONTINGENCIES, SELLER CANNOT GUARANTEE TO ACCOMPLISH SHIPMENTS ON DATE OR DATES MENTIONED. NOTWITHSTANDING THE FOREGOING, PURCHASER MUST TAKE DELIVERY OF GOODS WITHIN 30 DAYS OF THE LATER OF (A) THE PROMSIED DELIVERY DATE; OR (B) SELLER'S NOTICE TO PURCHASER THAT THE GOODS ARE AVAILABLE FOR DELIVERY. IF PURCHASER THEREAFTER FAILS TO TAKE DEILERY, PURCHASER WILL BE INVOICED FOR THE GOODS AND APPLICABLE STORAGE CHARGES FOR UP TO 90 DAYS, AFTER WHICH SELLER MAY DEEM THE GOODS ABANDONED OR EXERCISE ANY OTHER RIGHT OR REMEDY AVAILABLE TO IT UNDER LAW.

WARRANTIES

THE SELLERS LIABILITY IS LIMITED TO MAKING GOOD DEFECTS IN WORKMANSHIP OR MATERIAL UNDER THE MANUFACTURER'S WARRANTY AND SHALL NOT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE ITEM. THE SELLER IN NO EVENT SHALL BE LIABLE FOR DAMAGES TO PERSONS OR PROPERTY ARISING OUT OF THE USE OF ITEMS SOLD. THIS WARRANTY SUPERSEDES ALL PRIOR ASSURANCES, WRITTEN OR ORAL MADE BY THE SELLER, ITS AGENTS OR REPRESENTATIVES.

PERFORMANCES

INFORMATION PROVIDED CONCERNING PERFORMANCE OF EQUIPMENT LISTED HEREON ARE ENGINEERING ESTIMATES ONLY AND NO GUARANTEE TO MEET SUCH SPECIFICATIONS IS TO BE IMPLIED.

CONFIDENTIAL INFORMATION

THIS PROPOSAL AS WELL AS ALL INFORMATION THEREIN, INCLUDING PRINTS, BROCHURES, ETC., ARE CONFIDENTIAL AND INTENDED ONLY FOR THE PURCHASER'S USE AND ARE NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE SELLER.

TERMS OF SALE

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6210 WALDEN ROAD
BEAUMONT, Texas 77707
Phone: (409) 840-4463

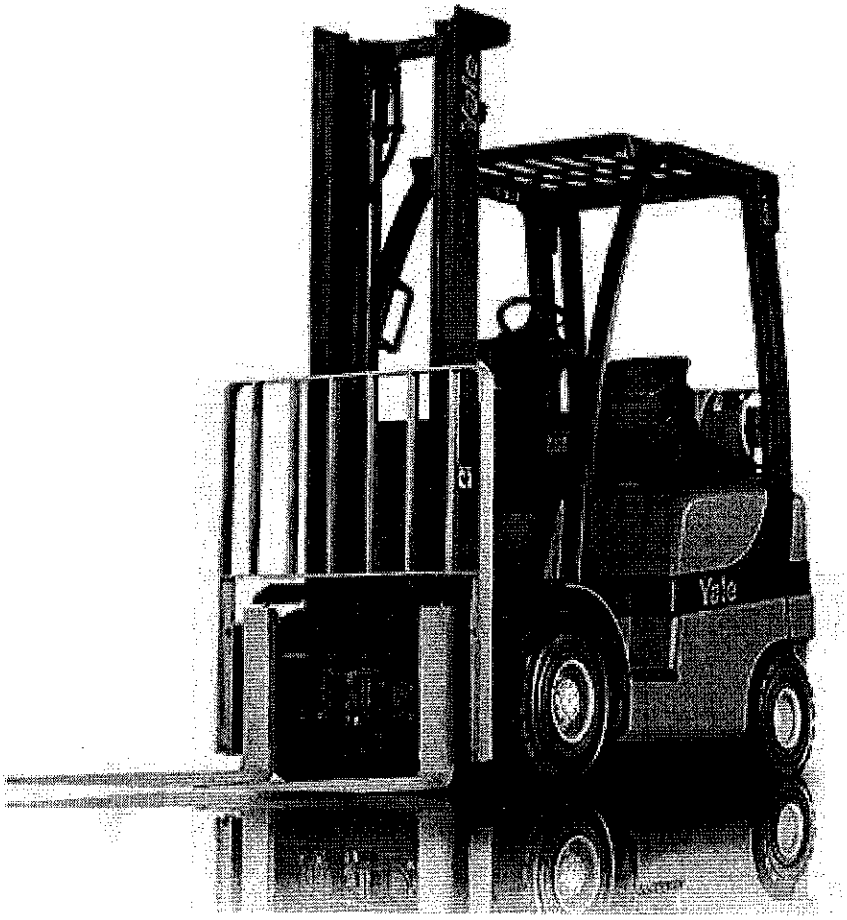
UNLESS OTHERWISE SPECIFICALLY STATED, TERMS ARE NET. 10 DAYS FROM THE DATE OF INVOICE. F.O.B. SHIPPING POINT, SALES OR USE TAXES, ANY TYPE OF PROPERTY TAX OR ANY MANUFACTURER'S OR OTHER EXCISE TAX LEVIED BY FEDERAL, STATE OR MUNICIPAL GOVERNMENT OR ANY SUB-DIVISION THEREOF, ARE THE LIABILITY OF THE PURCHASER AND IF PAID BY THE SELLER ARE RECHARGEABLE TO THE PURCHASER. ALL SALES SUBJECT TO THE APPROVAL OF OUR CREDIT DEPARTMENT. THIS AND ALL SUBSEQUENT PURCHASES ARE PAYABLE IN DALLAS, DALLAS COUNTY, TEXAS. THE SELLER RESERVES THE RIGHT TO CANCEL THIS CONTRACT UPON (1) BREACH OF CONTRACT BY THE PURCHASER (2) FAILURE BY PURCHASER TO MAKE PAYMENTS AS REQUIRED AND (3) UPON INSOLVENCY OR BANKRUPTCY OF THE PURCHASE THE SELLER MAY REQUIRE ADVANCE PAYMENT FOR SECURITY OR MAY CANCEL AN ORDER IF THE SELLER, IN GOOD FAITH, DOUBTS THE PURCHASER'S ABILITY TO PAY
GENERAL

NO TERMS CONTAINED IN THE PURCHASER'S PURCHASE ORDER, SHIPPING REQUEST, OR OTHER COMMUNICATIONS SHALL VARY. THE TERMS OF THE AGREEMENT, EXPRESSED HEREIN, WHETHER OR NOT SHIPMENT OF THE GOODS FOLLOWED RECEIPT OF SUCH PURCHASE ORDER OF OTHER COMMUNICATIONS.

BRIGGS EQUIPMENT

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BEAUMONT, Texas 77707
Phone: (409) 840-4463

Yale People. Products. Productivity.



MODEL: GP050VX

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS	
CUSTOMER	**County of Jefferson**
ADDRESS	5700 Jade Ave., Port Arthur, Texas, 77642
SHIP-TO ADDRESS	5700 Jade Ave, Port Arthur, Texas, 77640-1018
CONTACT NAME	Mr. Jason Castille
PHONE	+1.409.736.2851

PROPOSED BY	Kirk Vasquez		
PHONE	(409) 840-4463	EMAIL	kirk.vasquez@briggsequipment.com
DATE	Nov 28 2017	QUOTE EXPIRATION	Feb 06 2018

BRIGGS EQUIPMENT
6210 WALDEN ROAD
BEAUMONT, Texas 77707
Phone: (409) 840-4463

Yale People. Products. Productivity.

Quoted Model: GP050VX Available Features

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.

Proposal Summary

Included Items	Description
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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 durabilty. 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

BRIGGS EQUIPMENT
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Included Items	Description
	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.
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 Auxillary 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; please see full Warranty Statement for additional details.
Literature & Nameplate	English Literature Pack and Labels

Total Investment

Price GP050VX	$31,995.00		
Quoted Quantity	1	**TOTAL:**	$31,995.00

Proposal By: Kirk Vasquez **Accepted By:** _____

BRIGGS EQUIPMENT
6210 WALDEN ROAD
BEAUMONT, Texas 77707
Phone: (409) 840-4463

Signature:	Kirk Vaughn	**Signature:**	
Date Signed:	11/22/2018	**Date Accepted:**	
		PO Number:	

Terms and Conditions

ACCEPTANCE

ALL QUOTATIONS ARE SUBJECT TO PROMPT ACCEPTANCE AND TRANSMITTAL OF ORDER. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE UNLESS OTHERWISE STATED. CONTRACTS AND AGREEMENTS ARE NOT VALID UNLESS APPROVED AND ACCEPTED IN WRITING IN THE EXECUTIVE OFFICE IN DALLAS, TEXAS OR IN A BRANCH OFFICE LOCATED WITHIN THE STATE OF TEXAS. HOWEVER, ALL CONTRACTS SHALL BE DEEMED TO HAVE BEEN EXECUTED IN DALLAS COUNTY, TEXAS.

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WARRANTIES

THE SELLERS LIABILITY IS LIMITED TO MAKING GOOD DEFECTS IN WORKMANSHIP OR MATERIAL UNDER THE MANUFACTURER'S WARRANTY AND SHALL NOT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE ITEM. THE SELLER IN NO EVENT SHALL BE LIABLE FOR DAMAGES TO PERSONS OR PROPERTY ARISING OUT OF THE USE OF ITEMS SOLD. THIS WARRANTY SUPERSEDES ALL PRIOR ASSURANCES, WRITTEN OR ORAL MADE BY THE SELLER, ITS AGENTS OR REPRESENTATIVES.

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TERMS OF SALE

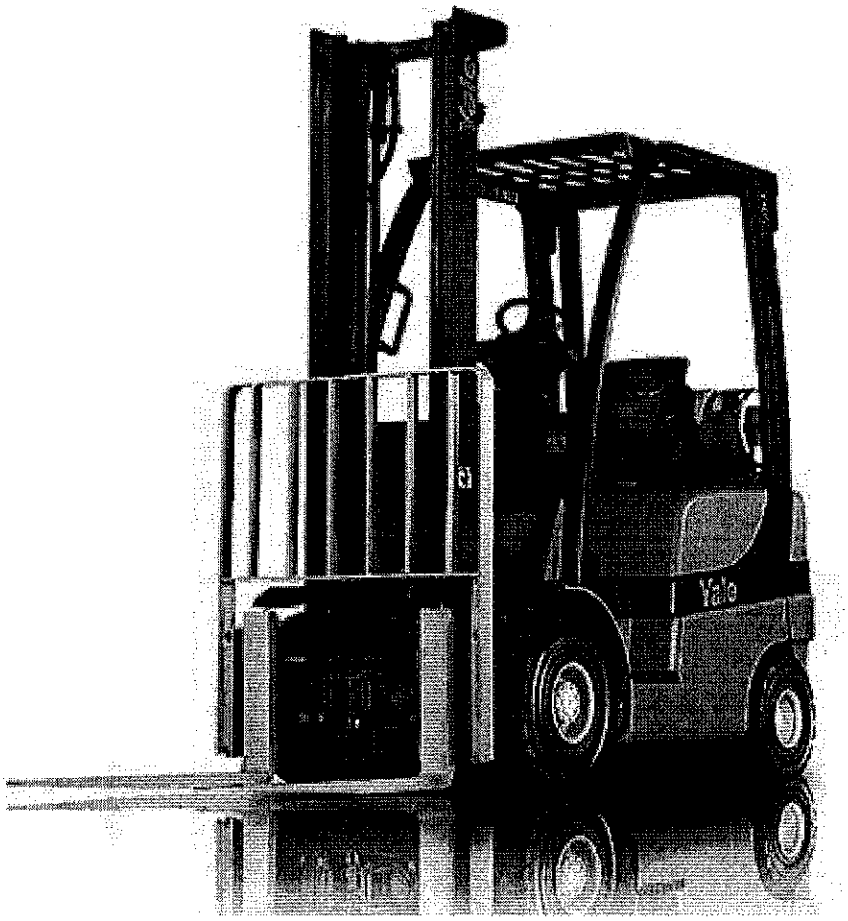
BRIGGS EQUIPMENT
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MODEL: GP050VX

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PROPOSED BY	Kirk Vasquez		
PHONE	(409) 840-4463	EMAIL	kirk.vasquez@briggsequipment.com

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Total Investment

Price GP050VX	$31,995.00		
Quoted Quantity	1	**TOTAL:**	$31,995.00

Proposal By: Kirk Vasquez **Accepted By:** _____

BRIGGS EQUIPMENT
6210 WALDEN ROAD
BEAUMONT, Texas 77707
Phone: (409) 840-4463

People. Products. Productivity.

Signature:	Kirk Day	**Signature:**	
Date Signed:	1/22/2018	**Date Accepted:**	
		PO Number:	

Terms and Conditions

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TERMS OF SALE

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6210 WALDEN ROAD
BEAUMONT, Texas 77707
Phone: (409) 840-4463

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SEALED BID

BRIGGS EQUIPMENT®
6210 WALDEN RD ☆ BEAUMONT TX 77707-6624

Received 10:34 AM
1/23/2018 JW

Jefferson County Purchasing Dept.
c/o Jamey West
1149 Pearl St, 1st Floor
Beaumont, TX 77701

IFB-17-047/JW
Heavy Equipment for Jefferson County No. 3
(To replace Unrepairable Equipment Damaged by Hurricane Harvey)
Due:
January 23, 2018

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

December 18, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-047/JW, Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey) for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: **Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)**

BID NO: **IFB 17-047/JW**

DUE DATE/TIME: **11:00 AM CDT, Tuesday, January 23, 2018**

MAIL OR DELIVER TO: **Jefferson County Purchasing Department**
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Jason Castille, Precinct No. 3 Superintendent at 409-736-2851 or pct3sc@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – December 20, 2017 & December 27, 2017

IFB 17-047/JW
Heavy Equipment for Jefferson County Precinct No. 3
(To Replace Unrepairable Equipment Damaged by Hurricane Harvey)
Bids due: 11:00 AM CDT, Tuesday, January 23, 2018

Table of Contents

Table of Contents 1
Instructions to Bidders 2
General Conditions of Bidding and Terms of Contract 6
Special Requirements/Instructions 16
Minimum Specifications 20
Bidder Information Form 27
Offer to Contract Form 28
Acceptance of Offer Form 29
Bid Form 30
Vendor References Form 37
Signature Page 38
Conflict of Interest Questionnaire 39
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY) 40
Good Faith Effort Determination Checklist 41
Notice of Intent 42
HUB Subcontracting Participation Declaration Form 43
Residence Certification/Tax Form 47
Bid Affidavit 48
Technical Specifications ..... **APPENDICES A-K**

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

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2017:

December 25 & 26	Monday & Tuesday	Christmas

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 a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County,

and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the

Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract

will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.5 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.7 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.8 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.9 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.10 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.11 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.12 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/.
The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance and applicable endorsements.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

General Liability, including Products	$1,000,000
Business Auto Liability	$1,000,000
Cargo / Transit Coverage	Replacement Cost Value of Equipment Purchased
Excess Liability	$1,000,000
Workers' Compensation	Statutory Coverage

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Jason Castille, with Jefferson County Precinct No. 3 at pct3sc@co.jefferson.tx.us. Please reference bid number IFB 17-047/JW.

Scope

Jefferson County is soliciting bids for heavy equipment to replace equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

BRAND REFERENCE

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

The technical specifications shown **(APPENDICES A - K)** are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

▪ Bid Item 1: Reclaimer/Stabilizer:

One (1) BOMAG Model: RS-360 Reclaimer/Stabilizer or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Reclaimer/Stabilizer is to be complete with All Standard Equipment as listed in the technical specifications including Cummins Tier 4 Final Engine (or equivalent). Optional equipment should include ROPS/FOPS and Working Headlights.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery of equipment; with this warranty to cover the Full Machine.

For full technical specifications for this bid item, see **APPENDIX A.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX A.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** BOMAG MPH-100R (SN: 85489) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 2. Motor Grader:

One (1) Mustang CAT Model: 120M2 Motor Grader or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

For full technical specifications for this bid item, see **APPENDIX B.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX B.

Warranty Term for this equipment (included, without additional cost) should be at least: (5) five calendar years from the date of delivery of equipment. The first year of warranty should cover the powertrain and hydraulics for an unlimited amount of hours; with warranty years 2-5 to cover 3,000 hours for powertrain and hydraulics.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** 1998 Champion Motor Grader Model 710 A towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 3. Dozer (Referred to as Tractor by Manufacturer):

One (1) Mustang CAT Model: D5K2 LGP CA Tractor (Dozer) or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

For full technical specifications for this bid item, see **APPENDIX C.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX C.

Warranty Term for this equipment (included, without additional cost) should be at least: (5) five calendar years from the date of delivery of equipment. The first year of warranty should cover the powertrain and hydraulics for an unlimited amount of hours; with warranty years 2-5 to cover 3,000 hours for powertrain and hydraulics.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** 1997 Komatsu D58P towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 4. Pneumatic Roller:

One (1) BOMAG Model: BW11RH-5 Pneumatic Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Pneumatic Roller is to be complete with All Standard Equipment including ROPS/FOPS, Water Sprinkler System, Rotary Beacon, and Additional Ballast to 2,313 lbs., Cocoa Mats and Back-Up Alarm.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX D.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX D.

Trade In: Jefferson County will be trading in a used and **flood-damaged** Dynapac CP142 (SN: 1000-500C0B000882) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 5. Wheel Loader:

One (1) DOOSAN Model: DL220-5 Wheel Loader or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Wheel Loader is to be complete with All Standard Equipment including Triangle Radials, Load Isolation, Hydraulic Coupler, Bucket, 96" X 72" Forks and Additional Counterweight.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/5,000 hour warranty that covers the powertrain and hydraulics.

For full technical specifications for this bid item, see **APPENDIX E.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX E.

Trade-In: Jefferson County will be trading in used and **flood-damaged** John Deere 544H (SN: DW544HX57290) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 6. Vibratory Tandem Roller:

One (1) BOMAG Model: BW161AD-5 Vibratory Tandem Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Vibratory Tandem Roller is to be complete with All Standard Equipment including 90 degree swivel seat unit, Economizer, ROPS, Temperature Gauge, and Joint with Crabwalk.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX F.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX F.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** CAT CB534-C (SN: 5HN00552) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 7. Single Drum Padfoot Roller:

One (1) BOMAG Model: BW211PD-5 84" Single Drum Padfoot Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Single Drum Padfoot Roller is to be complete with All Standard Equipment including Magnetic Flashing Beacon.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX G.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX G.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** BOMAG BW213DH-40 (SN: 901582561088) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 8 (A). Hydraulic Excavator:

One (1) Gradall XL3100 Hydraulic Excavator or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery (in service date) of equipment or 1,500 hours – whichever comes first.

Manufacturer should repair or replace, at its option, any factory-installed part that is defective in materials or workmanship under normal use. Any needed part replacements will be made using new or remanufactured parts. This Limited Warranty is limited to repairing or replacing, at the Manufacturer's option, any part proven defective under normal use; provided that the product has been properly registered with the Manufacturer within thirty days after the in-service date and that all required reports are current. The warranty period begins on the product's in-service date, which is the first date the unit is delivered to an end-user (the "Owner"), for purchase. This Warranty is to extend only to the Original Purchase and will be Non-Transferable. This Limited Warranty may subject to those limitations and exclusions.

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:
• Keeping an Operator/Safety Manual available to the operator of the product.
• Using the product in accordance with the Operator/Safety Manual.
• Releasing the product for warranty work.
• Reporting accidents immediately to Manufacturer
• Using the product for safe, approved applications and using only approved accessories.
• Complying with factory initiated Field Campaigns.
• Using only approved components for maintenance and replacement parts.
• Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

What Is Not Covered
• Parts associated with unit maintenance are not warranted beyond (1) one year of the product's in-service date.
• Items subject to normal wear and tear, noise, vibration, or deterioration are not warranted.
• This Limited Warranty does not cover damage caused by abusive usage or extreme applications.
• Any operation beyond the rated capacity or the improper use or application of the product or the substitution of parts not approved by Manufacturer or the failure to release the product for warranty work.
• Tires, engines and batteries are warranted by the applicable Manufacturer.
• Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals or other forms of impact, industrial fallout or pollution,or previous repair.
• External surface rust left unrepaired due to neglect of the product.
• Chassis not manufactured by the Manufacturer

For full technical specifications for this bid item, see **APPENDIX H.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Gradall G3WD towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 8 (B). Hydraulic Excavator:

One (1) Gradall XL3100 Hydraulic Excavator or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery (in service date) of equipment or 1,500 hours – whichever comes first.

Manufacturer should repair or replace, at its option, any factory-installed part that is defective in materials or workmanship under normal use. Any needed part replacements will be made using new or remanufactured parts. This Limited Warranty is limited to repairing or replacing, at the Manufacturer's option, any part proven defective under normal use; provided that the product has been properly registered with the Manufacturer within thirty days after the in-service date and that all required reports are current. The warranty period begins on the product's in-service date, which is the first date the unit is delivered to an end-user (the "Owner"), for purchase. This Warranty is to extend only to the Original Purchase and will be Non-Transferable. This Limited Warranty may subject to those limitations and exclusions.

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:
• Keeping an Operator/Safety Manual available to the operator of the product.
• Using the product in accordance with the Operator/Safety Manual.
• Releasing the product for warranty work.
• Reporting accidents immediately to Manufacturer
• Using the product for safe, approved applications and using only approved accessories.
• Complying with factory initiated Field Campaigns.
• Using only approved components for maintenance and replacement parts.
• Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

What Is Not Covered
• Parts associated with unit maintenance are not warranted beyond (1) one year of the product's in-service date.
• Items subject to normal wear and tear, noise, vibration, or deterioration are not warranted.
• This Limited Warranty does not cover damage caused by abusive usage or extreme applications.
• Any operation beyond the rated capacity or the improper use or application of the product or the substitution of parts not approved by Manufacturer or the failure to release the product for warranty work.
• Tires, engines and batteries are warranted by the applicable Manufacturer.
• Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals or other forms of impact, industrial fallout or pollution,or previous repair.
• External surface rust left unrepaired due to neglect of the product.
• Chassis not manufactured by the Manufacturer

For full technical specifications for this bid item, see **APPENDIX H.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Gradall XL3100 towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 9. Tractor:

One (1) John Deere 5065E Utility Tractor OOS 4WD or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for this equipment: Warranty term for this equipment (included without additional cost) should be at least: (2) two calendar years/or 2,000 hours from the date of delivery of equipment or whichever comes first, with the warranty to cover powertrain and components as described below in Paragraphs A & B.

A. WHAT IS WARRANTED – Subject to Paragraph B, all parts of any new Equipment are to be warranted for the time period or number of operating hours as specified. Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty- Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by the Manufacturer.

B. ITEMS COVERED SEPARATELY- (1) Tires, rubber tracks and batteries; When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

For full technical specifications for this bid item, see **APPENDIX I.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX I.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Ford 5000 Tractor towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 10. Tractor with Side Mower:

One (1) John Deere 5085E Utility Tractor Cab 4WD with Alamo Side Mower or Equivalents to replace similar pieces of equipment that were damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for Tractor: Warranty term for this equipment (included without additional cost) should be at least: (2) two calendar years/or 2,000 hours from the date of delivery of equipment or whichever comes first, with the warranty to cover powertrain and components as described below in Paragraphs A & B.

A. WHAT IS WARRANTED – Subject to Paragraph B, all parts of any new Equipment are to be warranted for the time period or number of operating hours as specified. Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty- Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by the Manufacturer.

B. ITEMS COVERED SEPARATELY- (1) Tires, rubber tracks and batteries; When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

Warranty term for Side Mower: Warranty term for this equipment (included, without additional cost) should be at least: Manufacturer's Warranty for (1) calendar year from the date of delivery of equipment.

For full technical specifications for this bid item, see **APPENDIX J.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX J.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Case 685 Tractor with Alamo Versa Side Mower towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 11. Pneumatic Tire Forklift:

One (1) Yale Veracitor Pneumatic Tire Forklift Model GP050VX or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for this equipment (included, without additional cost) should be at least: (1) calendar year from the date of the delivery of equipment or 2,000 Hours to include Manufacturer's Warranty coverage; to include a (3) three-year/6,000 hour warranty to cover the powertrain.

For full technical specifications for this bid item, see **APPENDIX K.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX K.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Clark Model: C500-YS60 (SN: Y355-1362-4324-1081) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: (IFB 17-047/JW), Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)

Bidder's Company/Business Name: BROOKSIDE EQUIPMENT SALES INC.

Bidder's TAX ID Number: 74-1780794

Contact Person: BRANT NORTH **Title:** MUNICIPAL SALES REP.

Phone Number (with area code): 713-943-7100

Alternate Phone Number if available (with area code): N/A

Fax Number (with area code): 281-501-3994

Email Address: BNORTH@BROOKSIDEUSA.COM

Mailing Address (Please provide a physical address for bid bond return, if applicable):

3715 S. SAM HOUSTON PARKWAY E.
Address

HOUSTON, TEXAS 77047
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:

BROOKSIDE EQUIPMENT SALES INC. For clarification of this offer, contact:
Company Name

3715 S. SAM HOUSTON PKWY E. — Address
BRANT NORTH — Name

HOUSTON, TEXAS 77047 — City, State, Zip
713-943-7100 — Phone
281-501-3994 — Fax

Brant North — Signature of Person Authorized to Sign
BNORTH@BROOKSIDEUSA.COM — E-mail

BRANT NORTH — Printed Name

MUNICIPAL SALES REP. — Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

HEAVY EQUIPMENT FOR JEFFERSON COUNTY PRECINCT NO. 3 (TO REPLACE UNREPAIRABLE EQUIPMENT DAMAGED BY HURRICANE HARVEY)

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 17-047/JW, Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey). The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

_____ _____

Jeff R. Branick
County Judge

Date

Attest:

_____

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

The technical specifications shown **(APPENDICES A - K)** are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

FOR EACH ITEM BID, BIDDER MUST COMPLETE, SIGN, & DATE FORM LOCATED ON THE LAST PAGE OF THE ITEM'S CORRESPONDING APPENDIX.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Item No.	Item Description	Bid Price
1	**BOMAG Model RS-360 Reclaimer/Stabilizer or Equivalent**	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG MPH100-R (SN: 85489)		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 1: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
2	**Mustang CAT Model 120M2 Motor Grader or Equivalent**	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: 1998 Champion Motor Grader Model 710 A		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 2: _____		

Item No.	Item Description	Bid Price
3	**Mustang CAT Model D5K2 LGP CA Tractor (Dozer) or Equivalent**	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: 1997 Komatsu D58 P		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 3: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
4	**BOMAG Model BW11RH-5 Pneumatic Roller or Equivalent**	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Dynapac CP142 (SN: 1000-500C0B000882)		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 4: _____		

Item No.	Item Description	Bid Price
5	**DOOSAN Model DL220-5 Wheel Loader or Equivalent**	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: John Deere 544H (SN: DW544HX57290)		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 5: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
6	**BOMAG Model BW161AD-5 Vibratory Tandem Roller or Equivalent**	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: CAT CB534-C (SN: 5HN00552)		$ _____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 6: _____		

Item No.	Item Description	Bid Price
7	**BOMAG Model BW211PD-5 84" Single Drum Padfoot Roller or Equivalent**	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG BW213DH-40 (SN: 901582561088)		$ _____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 7: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
8 (A).	Gradall XL3100 Hydraulic Excavator or Equivalent	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall G3WD		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ weeks	
Equivalent Item Description (Make & Model) for Item No. 8 (A): _____		

Item No.	Item Description	Bid Price
8 (B).	Gradall XL3100 Hydraulic Excavator or Equivalent	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall XL3100		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ weeks	
Equivalent Item Description (Make & Model) for Item No. 8 (B): _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
9	John Deere 5065E Utility Tractor OOS 4WD or Equivalent	$ 31,475 . 00
		Trade-In Value
Trade-In Value for used & flood-damaged: Ford 5000 Tractor		$ 300 . 00
Total Bid Price (Minus Trade-In Value) $ 31,175 . 00		
Projected Delivery Lead Time from Date of Purchase:	4-8 weeks	
Equivalent Item Description (Make & Model) for Item No. 9: JOHN DEERE 5065E TRACTOR AS SPECIFIED		

Item No.	Item Description	Bid Price
10	John Deere 5085E Utility Tractor Cab 4WD (with Alamo Side Mower) or Equivalent	$ 75,438 . 00
		Trade-In Value
Trade-In Value for used & flood-damaged: Case 685 Tractor with Alamo Versa Side Mower		$ 500 . 00
Total Bid Price (Minus Trade-In Value) $ 74,938 .		
Projected Delivery Lead Time from Date of Purchase:	6-12 weeks	
Equivalent Item Description (Make & Model) for Item No. 10: JOHN DEERE 5085E AND DIAMOND 60" SIDE MOWER.		

Bid Form (Continued)

Item No.	Item Description	Bid Price
11	**Yale Veracitor Pneumatic Tire Forklift Model GP050VX or Equivalent**	$ NO BID . ___
		Trade-In Value
Trade-In Value for used & flood-damaged: Clark Model: C500-YS60 (SN: Y355-1362-4324-1081)		$_____ . ___
Total Bid Price (Minus Trade-In Value) $_____ . ___		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 11: _____		

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: JEFFERSON COUNTY DRAINAGE DISTRICT 6

Address: 6500 WALDEN RD. BEAUMONT, TEXAS 77705

Contact Person and Title: STEVE HUBERT - EQUIP. MGR

Phone: 409-842-1818 Fax:

Email Address: SBHUBERT@DD6.ORG Contract Period: 2016, 2017

Scope of Work: COUNTY MAINT. CURRENTLY HAVE TRACTOR & MOWER ON ORDER 2018.

REFERENCE TWO

Government/Company Name: ORANGE COUNTY DRAINAGE DISTRICT

Address: 8081 OLD HWY 90 ORANGE, TEXAS 77630

Contact Person and Title: DALE HOOVER - SHOP/EQUIP MGR.

Phone: 409-745-3362 Fax:

Email Address: DHOOVER@ORANGECOUNTYDRAINAGE.COM Contract Period: SINCE 1990's

Scope of Work: COUNTY MAINT. CURRENTLY HAVE 3 TRACTORS & DIAMOND MOWERS ON ORDER.

REFERENCE THREE

Government/Company Name: BRAZORIA COUNTY DRAINAGE DIST. 4

Address: 4805 BROADWAY PEARLAND, TEXAS 77581

Contact Person and Title: LEIGH BLUMER - EQUIP SUPT.

Phone: 281-485-1434 Fax:

Email Address: LBLUMER@BDD4.ORG Contract Period: SINCE 1990's

Scope of Work: COUNTY MAINT. BUY TRACTORS & MOWERS.

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.

BROOKSIDE EQUIPMENT SALES INC.	Brant North
Bidder (Entity Name)	Signature
3715 S. SAM HOUSTON PKWY E.	BRANT NORTH
Street & Mailing Address	Print Name
HOUSTON, TEXAS 77047	1-12-18
City, State & Zip	Date Signed
713-943-7100	281-501-3994
Telephone Number	Fax Number
BNORTH@BROOKSIDEUSA.COM	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

BROOKSIDE EQUIPMENT SALES INC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

1-12-18
Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 9/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

BRANT NORTH
Printed Name of Authorized Representative

Brant North
Signature

MUNICIPAL SALES REP.
Title

1-12-18
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: _____

BRANT NORTH	Brant North	1-12-18
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): BRANT NORTH

Title: MUNICIPAL SALES REP.

Signature: [signature]

Date: 1-12-18

E-mail address: BNORTH@BROOKSIDEUSA.COM

Contact person that will be in charge of invoicing for this project:

Name (print or type): BRANT NORTH

Title: MUNICIPAL SALES REP.

Date: 1-12-18

E-mail address: BNORTH@BROOKSIDEUSA.COM

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that BROOKSIDE EQUIPMENT [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	74-1780794
Company Name submitting bid/proposal:	BROOKSIDE EQUIPMENT SALES INC.
Mailing address:	3715 S. SAM HOUSTON PKWY E. HOUSTON, TX 77047
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF TEXAS COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS,

on this day personally appeared BRANT NORTH (name), who

after being by me duly sworn, did depose and say:

"I, BRANT NORTH (name) am a duly authorized officer of/agent

for BROOKSIDE EQUIPMENT SALES INC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said BROOKSIDE EQUIPMENT SALES INC. (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: BROOKSIDE EQUIPMENT SALES INC.

3715 S. SAM HOUSTON PKWY E. HOUSTON, TEXAS 77047

Fax: 281-501-3494 Telephone# 713-943-7100

by: BRANT NORTH (print name) Title: MUNICIPAL SALES REP.

Signature: Brant North

SUBSCRIBED AND SWORN to before me by the above-named BRANT North on

this the 17th day of January, 2018.

Yvonne M. Vickers
Notary Public, State of Texas
Notary ID #190709-3
My Comm. Expires
April 28, 2020

Yvonne M. Vickers
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

APPENDIX I

Technical Specifications: Tractor

JOHN DEERE

JOHN DEERE 5065E Utility Tractor OOS 4WD

Code	Description	Qty
1746LV	5065E Utility Tractor	1
	Standard Options - Per Unit	
0202	United States	1
0409	English Operator's Manual and Decal Kit	1
1381	12F/12R PowrReverser Transmission - 540/540E (PR)	1
1799	Less Loader Prep Package	1
2000	Open Operator Station	1
3420	Dual Mid Valves with Joystick Control	1
5185	16.9-28 In. 6PR R1 Bias	1
6040	Mechanical Front Wheel Drive (MFWD)	1
6101	9.5-24 In. 6PR R1 Bias	1

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 9: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX I) & the bid specifications.

BRANT NORTH MUNICIPAL SALES REP.
Print Name & Title Above

Signature

1-12-18
Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:
NEW JOHN DEERE 5065E TRACTOR EXACTLY AS SPECIFIED.

APPENDIX J

Technical Specifications: Tractor with Side Mower

JOHN DEERE

2017 JOHN DEERE 5085E Utility Tractor Cab 4WD

Code	Description	Qty
696BLV	5085E UTILITY TRACTOR	1
	Standard Options - Per Unit	
696BLV0409	5E FT4 PR ENGLISH OM	1
696BLV1381	5E FT4 12/12 TRANSMISSION	1
696BLV2050	5E FT4 CAB STD	1
696BLV2110	MECHANICAL SUSPENSION SEAT	1
696BLV3025	EXHAUST CORNER POST CAB	1
696BLV3320	DUAL REAR SCV	1
696BLV3420	DUAL MID SCV	1
696BLV5121	16.9-30 6PR R1	1
696BLV6040	FRONT AXLE MFWD	1
696BLV6111	11.2-24 6PR R1	1

Side Mower
Specifications

Tractor Model	5075E/5100E
Pick One	CAB
Pick One	4WD
Tire Sizes	12.4 24/ 18.4 30

Qty.	Item #	Description			
1	04950005	Versa Extreme Svc Arm			
1	02964876	60" Rot. head w/chains			
1		Mount Kit - 5085E/5100E Cab			
1	02963045	Mounting Svc. and Oil			
		JOYSTICK			

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.

BRANT NORTH MUNICIPAL SALES REP.
Print Name & Title Above

Signature

1-12-18
Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:
NEW JOHN DEERE 5085E CAB TRACTOR WITH DIAMOND MFG.
SIDE MOUNT HYDRAULIC 60" MOWER COMPLETE.

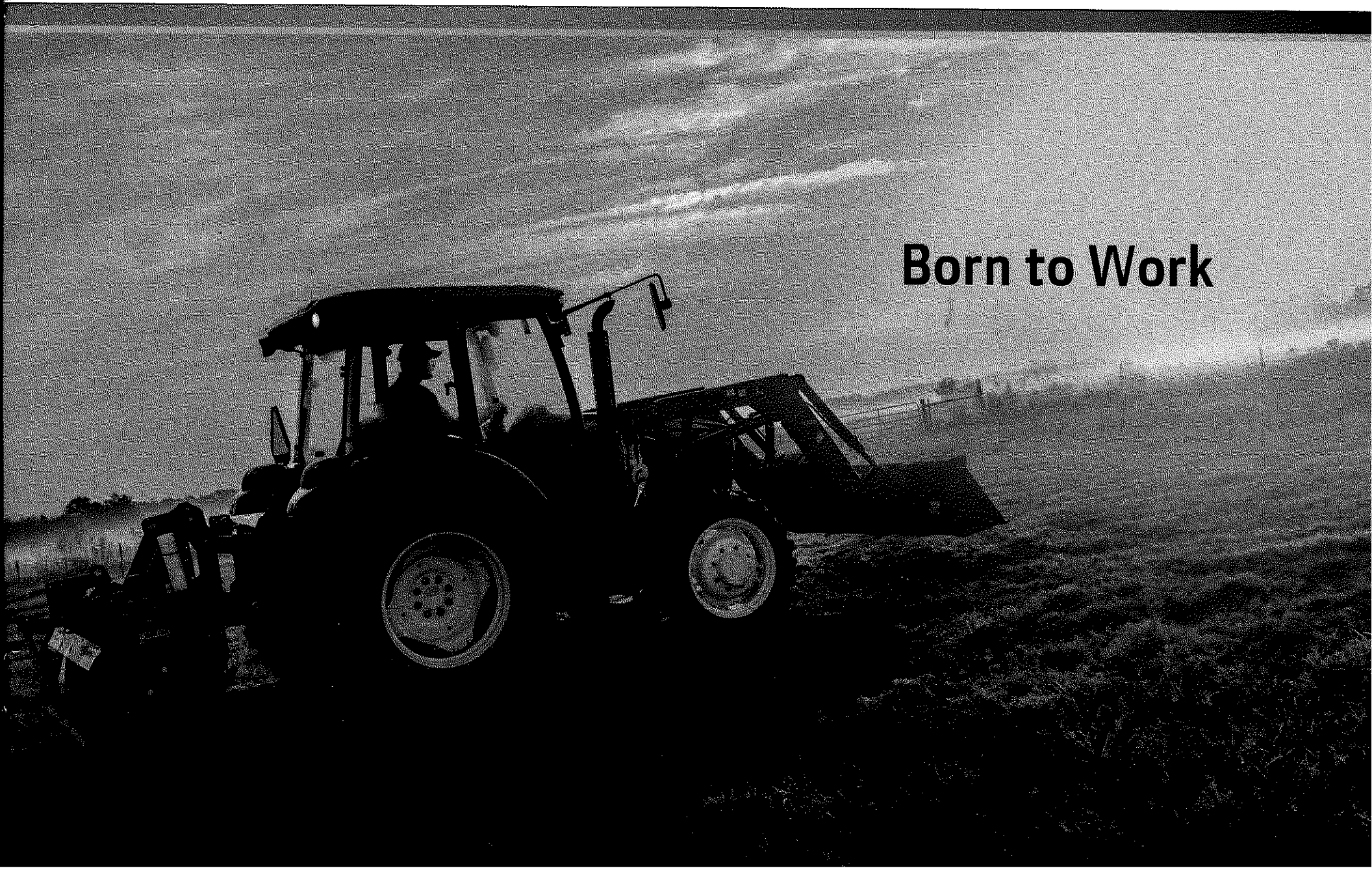
457

5E Utility Tractors

45 – 100 Horsepower Utility Tractors

BROOKSIDE EQUIPMENT SALES, INC
3715 S. Sam Houston Pkwy E.
Houston, TX 77047
713-943-7100

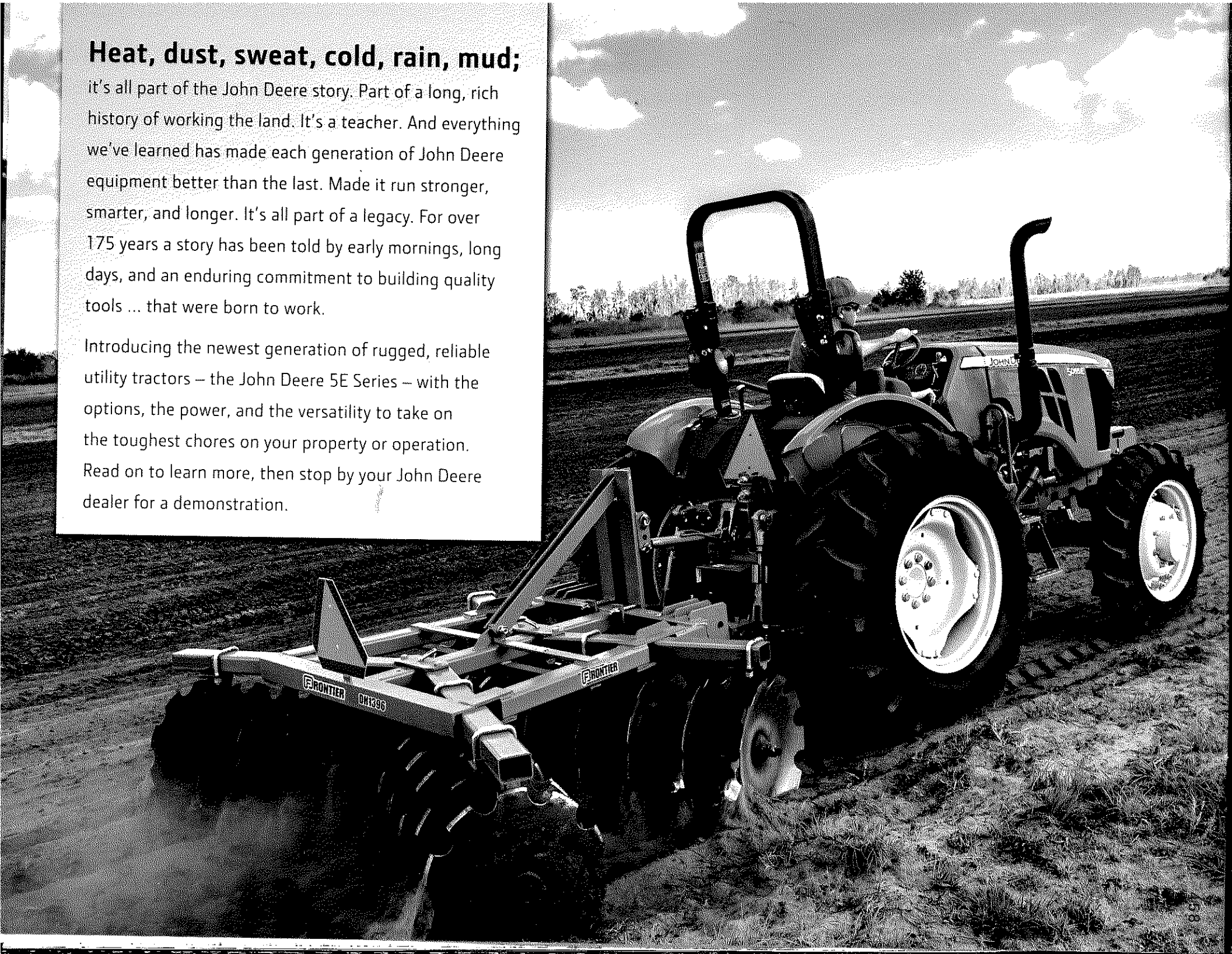
JOHN DEERE



Heat, dust, sweat, cold, rain, mud;

it's all part of the John Deere story. Part of a long, rich history of working the land. It's a teacher. And everything we've learned has made each generation of John Deere equipment better than the last. Made it run stronger, smarter, and longer. It's all part of a legacy. For over 175 years a story has been told by early mornings, long days, and an enduring commitment to building quality tools ... that were born to work.

Introducing the newest generation of rugged, reliable utility tractors – the John Deere 5E Series – with the options, the power, and the versatility to take on the toughest chores on your property or operation. Read on to learn more, then stop by your John Deere dealer for a demonstration.







CONTENTS

Introduction 2-3

5E Series 4-11

Attachments / Frontier / Loaders 12-13

Specifications 14-15

The 5E Series

3-CYLINDER MODEL	ENGINE HP	PTO HP*
5045E	50	37
5055E	59	41
5065E	67	49
5075E	73	57
4-CYLINDER MODEL	**ENGINE HP**	**PTO HP***
5085E	85	70
5100E	100	85

*5045E PTO horsepower at rated speed Open Station with 9F/3R SyncShuttle™ Transmission. 5055E, 5065E, 5075E PTO horsepower at rated speed Cab with 9F/3R SyncShuttle™ Transmission. 5085E and 5100E PTO horsepower at rated speed Cab with 12F/12R PowrReverser™ Transmission.

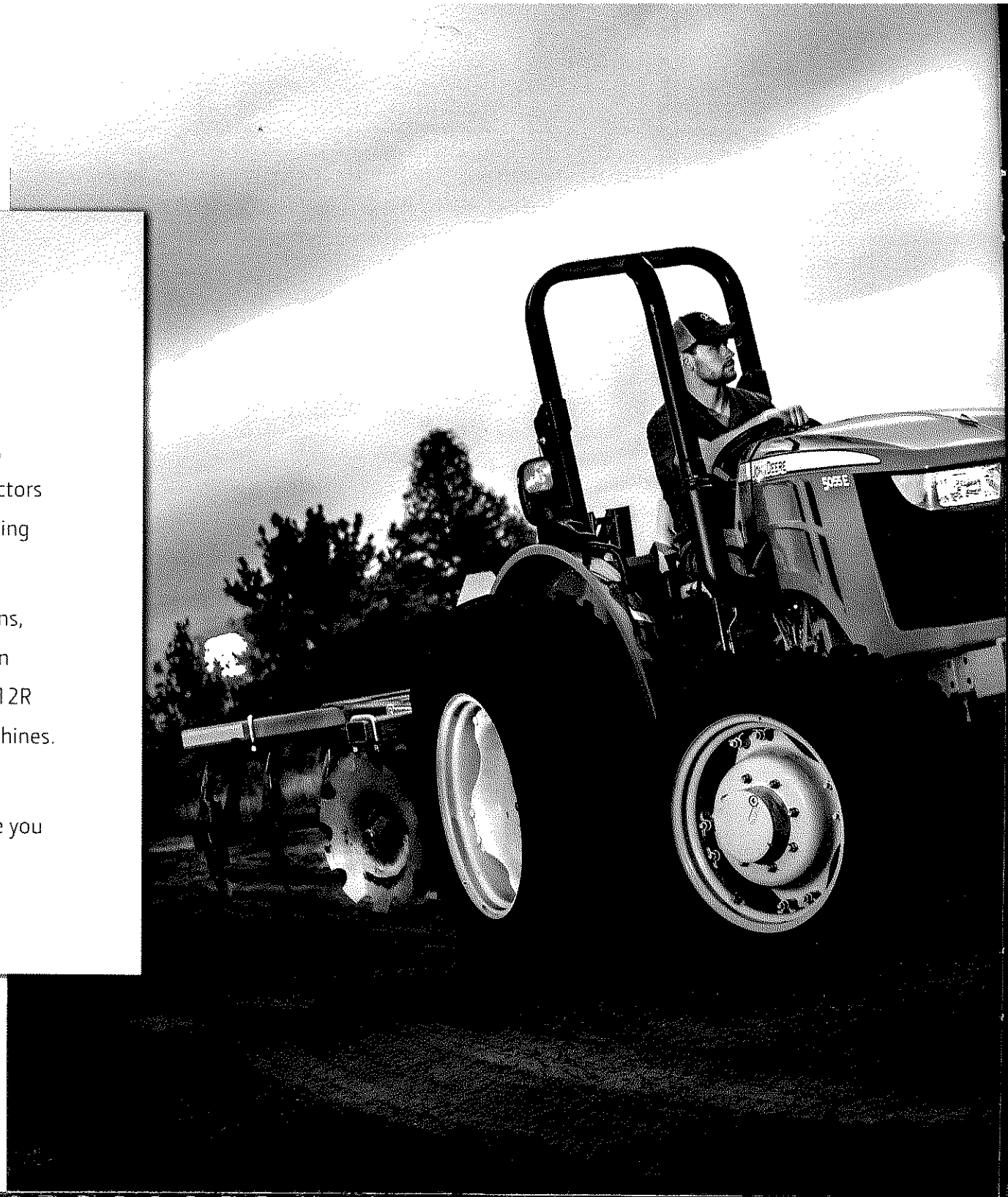
The 5E Series
Born to work

Meet the 5E Series by John Deere... six models, 45–100 horsepower, open station and cab options, and Final Tier 4 compliant engines, these utility tractors are truly born to take on tough tasks and keep coming back for more.

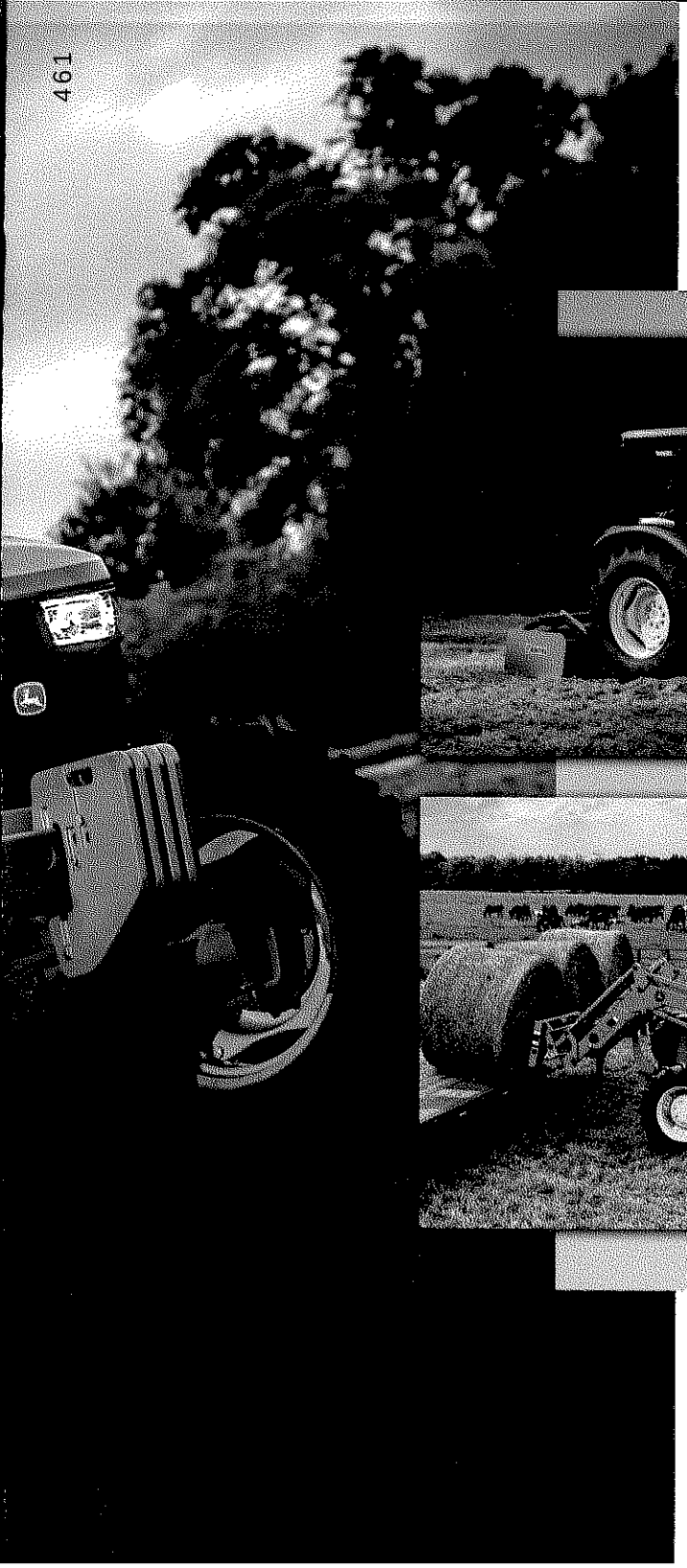
The 5E series in total now has 3 transmission options, 9F/3R SyncShuttle™ and 12F/12R PowrReverser™* in the 5E 3 cylinder machines, and 12F/12R and 24F/12R PowrReverser transmission in the 5E 4 cylinder machines.

Now you can have the rock-solid performance and versatility you expect in a John Deere – all at a price you might not.

*Not available on 5045E.



Born to work... **and work... and work**







Built Tough. For Every Job. And Every Season.

For lifting and loader work, rotary cutting, snow removal — even in hostile weather conditions ... conquer it all with the John Deere 5E Series.

If you thought you knew the 5E Series, take another look. You'll find new standard features and options that combine to create a full lineup of mid-spec machines that truly sits in a class of its own.

With 9F/3R SyncShuttle and 12F/12R PowrReverser available on 55-75 horsepower models and a 12F/12R PowrReverser and 24F/12R PowrReverser transmission available on 85 and 100 horsepower models you'll have easy directional control (forward and reverse) and speed-matching for any application.

The comfortable open station configuration comes standard, or opt for the climate-controlled cab on 5055E and higher horsepower models. No matter how you configure the new 5E Series, impressive can-do comes built right in.

Explore the new 5E Series and discover for yourself exactly what it means to be born to work.

Born to work. **On your property. Within your budget.**

45–75 horsepower 5E Series

Trying to find the perfect fit for your property or operation? It's as easy as climbing into the seat of the 45 to 75 horsepower 5E Series. You want options? You've found them. You can choose 2WD or MFWD. An open station, or a climate-controlled cab (55 - 75 hp models). The 9F/3R SyncShuttle™ Transmission or the 12F/12R PowrReverser™ (55 - 75 hp models). Why so many options? Because a job well done starts with the right tools. And with the 5E Series, it's easier than ever to customize your machine to fit your needs, AND your budget.

Handle rotary cutting chores, tackle loader work like moving gravel or dirt, or choose one of hundreds of compatible implements and attachments like post-hole augers, rear blades, box blades, wood chippers, or land planes, and get to work. Your property will thank you.

Capable without compromise ... That's what the 5E Series is all about.



Choose the climate-controlled cab option (not available on 5045E) and work in comfort all year long. Ergonomic seat and easy-to-reach pedals, levers, and joystick leave you relaxed and in control, even after hours of operating. The new integrated 12V charger keeps your devices running all day long.



Born to work **stronger**





85–100 horsepower 5E Series

Step up to the 85 or 100 horsepower 5E Series and you're getting a tractor with serious muscle and capability. These rugged machines can handle just about anything on your farm or your property, from heavy-duty loader work, to hay-making, to property maintenance chores, rotary tilling, and everything in between. We now offer more versatile speed selection with the 24F/12R PowerReverser™ transmission, which allows you to shift from high to low with the ease of a button. Plus, you'll get the choice of our comfortable open operator station or the cab configuration for year-round productivity.



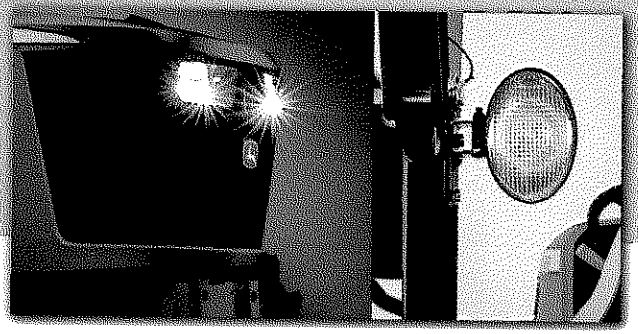
Get a clearer view of the task at hand with the exhaust stack now located behind the cornerpost (on all cab models.) Plus, the 85-100 horsepower 5E models boast an improved control layout, access to SCV levers, and generous console storage space.

Born to work **stronger**

Powerful engineering... from the inside out.

At the heart of every 5E Series tractor you'll find a powerful yet efficient John Deere PowerTech™ turbocharged diesel engine. The 3-cylinder and 4-cylinder engines (depending on choice of horsepower) both feature a wet sleeve design for better heat dissipation. And with up to 100 available horsepower, the 5E Series can tackle just about anything on your chore list.

Choose the 45–75 horsepower 5E Series for a simple Final Tier 4 single fluid solution. No extra fuel additives, and no need to "arm" a regeneration system. That means you can run your tractor just like you always have and know it's working more efficiently than ever ... and with compliant emissions reduction. Plus a standard rated operating speed of just 2100 RPM for an engine that produces reduced noise, vibration, and wear and tear over the long run.



Early mornings? Late evenings? No problem ... Extra bright halogen headlights and rear work lights come standard on both open station and cab models.



The one-piece tilting hood allows easy access to to service items like the air filter, engine oil checks, and more. Plus, ground-level fluid fills make regular maintenance a snap.

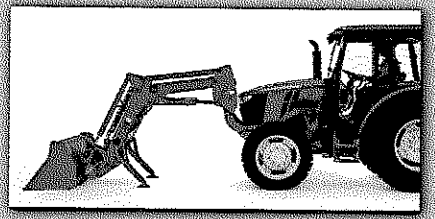
Born to work **under pressure**



Load more. Lift more. Do more.

When it comes to hydraulic power and capacity, it's hard to beat the 5E Series. With a rear hitch lift capacity of nearly 3,200 pounds (1451 kg), lifting and transporting those heavier implements – like rotary tillers and heavy seeders – just became a non-issue. The standard 3-point-hitch allows you to hook up to any Category 1 (with conversion kit) or Category 2 hitch standard-mounted implement. Plus, mid-mount hydraulic remotes allow for easy loader mounting.

Around front, add a John Deere loader for up to 3,548 pounds (1,610 kg) lift capacity,* Quik-Park™ capability and self-leveling options. Partner a John Deere loader with your 5E Series to transform your tractor into a lean, green, loading and lifting machine. And now with the factory installed loader prep package option on MFWD tractors and stackable mid SCVs (4-cylinder only), you'll be saving lots of time and money.



Loaders attach and detach in just a few minutes, with no tools.

With standard high-capacity hydraulics, you can sit back and let your new 5E Series handle the heavy lifting.

*Lift capacity for H240 NSL Loader at full height on 5100E tractor.

Born to work **smarter**

Intelligent efficiency.

The new John Deere 5E Series are our most advanced 5E utility tractors ever. What makes the new 5E Series so advanced? First, you get the option of a 24F/12R PowrReverser™ Transmission on 4-cylinder models (12/12 is standard on 5085E and 5100E). No-stop, in-line, forward/reverse shifting makes short work of loading, blading, or any chore with frequent directional changes — while 12 forward and 12 reverse speeds allow you the freedom to find just the right gear for the job. Or go with the standard 9F/3R SyncShuttle™ Transmission* (3-cylinder only) for proven-reliable performance in any application.

The standard, fully-independent 540 RPM PTO gives you power for PTO-driven implements and has been updated with an electrohydraulic actuator for smoother PTO activation. Plus, PowrReverser-equipped tractors benefit from a 540 Economy PTO mode, allowing you to operate with full PTO speeds at reduced engine rpm – saving fuel, lowering engine noise and reducing vibration. For operator convenience, we've relocated the EPTO lever to just behind the seat, well within reach of the seated operator.

No matter which options you choose, heavy-duty components and moving parts designed for high-hour usage translate to unmatched performance and long-term reliability. And that makes the 5E Series a smart investment any way you slice it.

*9F/3R only on 45–75 HP models

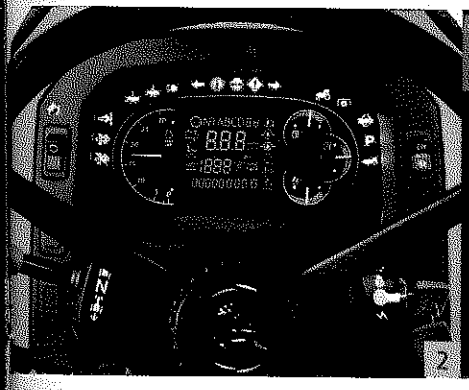


1. 5085E Tractor shown with H240 Loader and 3rd Function Grapple Bucket. **2.** 5075E Tractor shown with Canopy and Frontier RC2072 Rotary Cutter. **3.** 5100E Tractor shown with H240 Loader and 681 Rotary Tiller. **4.** 5075E Tractor shown with Frontier Box Blade BB4172H

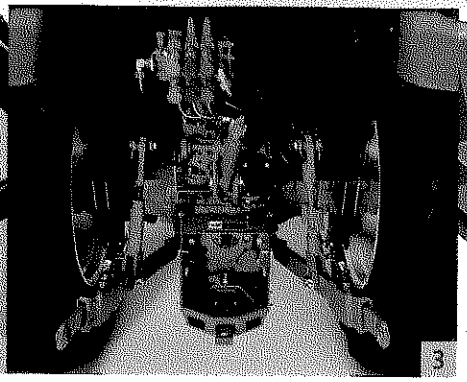
Born to work **anywhere**



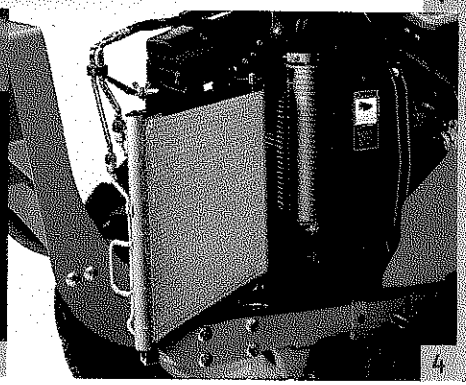
1



2



3



4

1. New sloping hood on 5E 4 cylinder. **2.** New LCD instrument cluster. **3.** New standard sway bars and telescoping draft links. **4.** New slide out condenser, radiator screen, tilt-able charge air cooler, and slide out condenser on 4 cylinder cab models.

Making the best even better.

The new 5085E and 5100E machines have a great new set of features that will help you be get more done in less time.

The new sloping hood, deluxe standard cornerpost exhaust, and raised operator platform on cab models give you up to 3.6 feet of extra visibility in front of the tractor. Better sightlines mean higher operator efficiency and comfort when performing many repetitive tasks with a loader.

With the new LCD instrument cluster, you can see ground speed, PTO speed, and engine hours all at the same time. In addition, you can now view important indicators such as PTO target bar, PowrReverser™ position, hi-lo indicator, and warning lights.

The new slide-out condenser (cab models only), radiator screen, tilt-able charge air cooler, and slide-out oil cooler allow you to quickly access the cooling system components to clean debris—with no tools. If it's easy to clean, it will get cleaned, so you'll never have to worry about an over-heated engine in tough conditions.

Finally, attaching rear implements to the 3-point hitch is now easier than ever. With the new standard sway bars and telescoping draft links, no tools are required to attach or detach implements. That's going to be appreciated when hooking up heavy implements that can match the rear hitch lift capacity of over 3,200 pounds (1451 kg).

Frontier makes the perfect match

From posthole diggers to food plot seeders to rotary cutters to land levelers, John Deere and Frontier Equipment offer a wide variety of front and rear attachments designed specifically for tractors like the 5E Series. Your John Deere dealer is the exclusive source for the full line of Frontier implements and attachments.

See your John Deere dealer, or visit us online to find out more about our complete line of attachments, including:

Grooming mowers
Box blades
Rotary tillers
Overseeders
Disk harrows
Rotary rakes
Sickle bar mowers
Pulverizers
Posthole diggers
Manure spreaders
Wheel rakes
Disc mowers
Rear blades
Core aerators
Pendular spreaders
Offset disks
Tedders
Wood chippers
Snowblowers
Bale huggers
Arena rakes
Bale spears
Food plot seeders
Land planes

Visit us online at www.BuyFrontier.com or www.BuyFrontier.ca to get specs and availability information.



Frontier Equipment reserves the right to change specifications, design, and price of products described in this literature without notice.

NEW John Deere loaders: Built Tough.

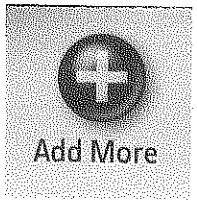
If you're looking for greater lift heights, higher capacity, user-friendly parking and attaching, look to the all-new John Deere H Series Loaders. Built to handle the demands of livestock and dairy producers, commercial and construction operators, or anyone with big-time material-handling chores, the H Series offers more cast-steel components for improved durability and capacity, a lower torque tube for better visibility, and concealed oil lines for a cleaner appearance and less risk of damage.

For owners and operators with less-demanding loader tasks, the 512 Loader offers field-proven performance across a wide range of material-handling applications. Your John Deere dealer can help you choose the right loader for your operation.

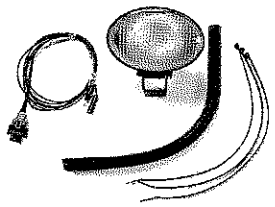


Loader (Non-Self-Leveling, Mechanical Self-Leveling)	512 NSL	H240MSL	H240NSL	H260 NSL
Lift capacity at full height, at pivot	2453 lb. (1115 kg)	2580 lb. (1170 kg)	3523 lb. (1598 kg)	3754 lb. (1703 kg)
Lift capacity at full height, 800 mm ahead of pivot	1538 lb. (697 kg)	2908 lb. (1319 kg)	2291 lb. (1040 kg)	2666 lb. (1212 kg)
Lift capacity @ 59 in. (1.5 m) lift height, at pivot	3295 lb. (1494 kg)	3607 lb. (1636 kg)	4030 lb. (1828 kg)	4960 lb. (2250 kg)
Lift capacity @ 59 in. (1.5 m) lift height, at 800 mm ahead of pivot	2350 lb. (1066 kg)	3481 lb. (1579 kg)	2974 lb. (1349 kg)	3783 lb. (1716 kg)
Boom breakout force, at pivot	4781 lb. (2169 kg)	4781 lb. (2169 kg)	4641 lb. (2105 kg)	6360 lb. (2885 kg)
Boom breakout force, 800 mm ahead of pivot	3172 lb. (1439 kg)	4052 lb. (1838 kg)	3168 lb. (1437 kg)	4639 lb. (2104 kg)
Maximum lift height	113 in. (2887 mm)	132 in. (3351 mm)	132 in. (3351 mm)	137 in. (3482 mm)
Clearance with bucket dumped	84 in. (2142.8 mm)	99.3 in. (2523 mm)	99.2 in. (2520 mm)	96 in. (2444 mm)
Reach at maximum height	24.5 in. (624 mm)	40.9 in. (1039 mm)	40.9 in. (1039 mm)	44 in. (1110 mm)
Reach at ground level	71.8 in. (1824 mm)	88.5 in. (2248 mm)	88.5 in. (2248 mm)	103 in. (2627 mm)
Digging depth	4 in. (108 mm)	-2.7 in. (-69 mm)	-3.9 in. (-73 mm)	-6 in. (-143 mm)
Dump angle @ full height	52.7 degrees	-55 degrees	-55 degrees	-73 degrees
Rollback angle @ ground	29 degrees	42 degrees	44 degrees	45 degrees

512 specifications as installed on 5E; capacities measured with 73 in. Materials bucket (351 lb.); H240 specifications as installed on 5E 3-cylinder; capacities measured with 73 in. GP bucket (392 lb.); H260 specifications as installed on 5101E; capacities measured with 73 in. Materials bucket (502 lb.)

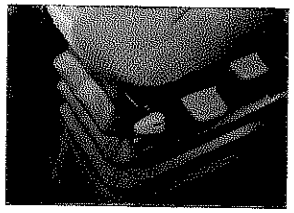


Add more comfort, convenience, security, productivity...



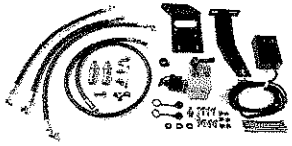
Auxiliary work light kit

Increase productivity with our auxiliary work light kit. The round halogen lights mount to the roof of your cab, providing a great source of extra lighting for the front or rear (or both) of your tractor. Includes all hardware and components.



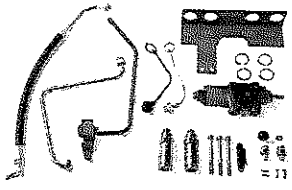
Air-ride suspension seat

Ride more comfortably over the longest roads and roughest terrain with an air seat suspension kit (4-cylinder models only). The vertical and horizontal seat suspension lets you work longer hours with minimal operator fatigue. Armrest included. See your John Deere dealer for more details.



Power beyond adaptor kit

Provide live hydraulic power to implements that have an open-center control valve. This kit is required for installing a backhoe on your tractor. See your John Deere dealer for more details.



Dual rear SCV kit with lever controls

Attach a wider range of implements than ever before with our dual rear selective control valve (SCV) kit. Easy lever controls are included for your convenience.

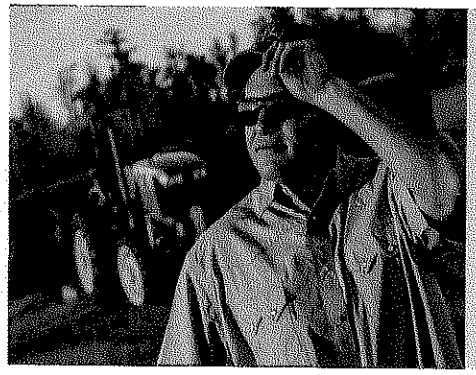
Tractor Series	5045E	5055E	5065E	5075E	5085E	5100E
Engine HP (kW) @ Rated Speed*	50 (37.4) @ 2100	59 (44.4) @ 2100	67 (50.4) @ 2100	73 (55.0) @ 2100	85 (62.5) @ 2400	100 (74.6) @ 2400
PTO HP (kW) @ Rtd RPM**	37 (27.6) @ 2100	41 (30.6) @ 2100	49 (36.6) @ 2100	57 (43) @ 2100	70 (52.2) @ 2400	85 (63.4) @ 2400
Engine						
Make	John Deere PowerTech 3029	John Deere PowerTech 3029	John Deere PowerTech 3029	John Deere PowerTech 3029	John Deere PowerTech 4045	John Deere PowerTech 4045
Aspiration	Turbocharged	Turbocharged	Turbocharged	Turbocharged	Turbocharged	Turbocharged
Cylinders	3	3	3	3	4	4
Displacement, cu. in. (liters)	179 (2.9)	179 (2.9)	179 (2.9)	179 (2.9)	276 (4.5)	276 (4.5)
Cylinder Liners	Wet Sleeved	Wet Sleeved	Wet Sleeved	Wet Sleeved	Wet Sleeved	Wet Sleeved
Transmission						
Standard	9F/3R SyncShuttle	9F/3R SyncShuttle	9F/3R SyncShuttle	9F/3R SyncShuttle	12F/12R PowrReverser	12F/12R PowrReverser
Optional	—	12F/12R PowrReverser	12F/12R PowrReverser	12F/12R PowrReverser	24F/12R PowrReverser	24F/12R PowrReverser
Reverser	No	No	No	No	Yes	Yes
On-the-Go Shifting (Yes/No/Partial)	Partial	Partial	Partial	Partial	Partial	Partial
Traction Clutch - Standard/Option	Dry	Dry/Wet (12F/12R PowrReverser)	Dry/Wet (12F/12R PowrReverser)	Dry/Wet (12F/12R PowrReverser)	Wet	Wet
Fuel System						
Fuel Tank OOS - Gal. (L)	18.0 (68.0)	18.0 (68.0)	18.0 (68.0)	18.0 (68.0)	30 (114)	30 (114)
Fuel Tank Cab - Gal. (L)	—	21.6 (82)	21.6 (82)	21.6 (82)	30 (114)	30 (114)
Power Take-Off (PTO)						
Standard	Independent 540	Independent 540	Independent 540	Independent 540	Independent 540/540E	Independent 540/540E
Optional (PR)	—	Independent 540/540E	Independent 540/540E	Independent 540/540E	—	—
PTO Actuation - Standard/Optn	Mechanical	Mechanical/Electrohydraulic	Mechanical/Electrohydraulic	Mechanical/Electrohydraulic	Electrohydraulic	Electrohydraulic
Economy PTO	No	Yes	Yes	Yes	Yes	Yes
Hydraulics						
Type	Open Center	Open Center	Open Center	Open Center	Open Center	Open Center
Steering gpm (L/min)	6.8 (25.7)	6.8 (25.7)	6.8 (25.7)	6.8 (25.7)	6.6 (24.9)	6.6 (24.9)
Implement gpm(L/min)	11.4 (43.1)	11.4 (43.1)	11.4 (43.1)	11.4 (43.1)	15.9 (60.1)	15.9 (60.1)
Total	18.2 (68.8)	18.2 (68.8)	18.2 (68.8)	18.2 (68.8)	22.5 (85.1)	22.5 (85.1)
Rear SCVs						
Base	1	1	1	1	2	2
Optional	2	2	2	2	0, 3	0, 3
Mid SCVs						
Base	0	0	0	0	0	0
Optional	2	2	2	2	2, 3	2, 3
3-Point Hitch						
OECD Hitch Lift Cap @ 24 in. behind hitch balls lb. (kg)	3,192 (1,448)	3,192 (1,448)	3,192 (1,448)	3,192 (1,448)	3,213 (1,457)	3,213 (1,457)
Hitch Category	Category 2 (convertible to 1)	Category 2 (convertible to 1)	Category 2 (convertible to 1)	Category 2 (convertible to 1)	Category 2	Category 2
Draft Sensing Type	Top Link	Top Link	Top Link	Top Link	Top Link	Top Link
Operator Station						
Type - Standard/Option	Open Station	Open Station/Cab	Open Station/Cab	Open Station/Cab	Open Station/Cab	Open Station/Cab

*97/68 EC gross engine horsepower.

**5045E PTO horsepower at rated speed Open Station with 9F/3R SyncShuttle™ Transmission. 5055E, 5065E, 5075E PTO horsepower at rated speed Cab with 9F/3R SyncShuttle™ Transmission. 5085E and 5100E PTO horsepower at rated speed Cab with 12F/12R PowrReverser™ Transmission.

Tractor Series	5045E	5055E	5065E	5075E	5085E	5100E
2WD Dimensions						
Wheelbase, in. (mm)	80.7 (2,050)	80.7 (2,050)	80.7 (2,050)	80.7 (2,050)	---	---
Overall length (minimum)	137.8 in.	137.8 in.	137.8 in.	137.8 in.	---	---
Overall width, rear axle b/w flanges	57.3 in.	57.3 in.	57.3 in.	57.3 in.	---	---
MFWD Dimensions						
Wheelbase, in. (mm)	80.7 (2,050)	80.7 (2,050)	80.7 (2,050)	80.7 (2,050)	92.5 (2350)	92.5 (2350)
Overall length (minimum)*	137.8 in.	137.8 in.	137.8 in.	137.8 in.	159.13 in.	159.13 in.
Overall width, rear axle b/w flanges	57.3 in.	57.3 in.	57.3 in.	57.3 in.	57.2 in.	57.2 in.
Height from ground						
To top of hood	63.5 in.	64.8 in.	66.2 in.	66.9 in.	70.6 in.	70.6 in.
To top of ROPS	94.4 in.	96.4 in.	98.4 in.	98.4 in.	101.1 in.	101.1 in.
To top of folded ROPS	75.8 in.	77.1 in.	78.5 in.	78.5 in.	79.6 in.	79.6 in.
To top of Cab	---	94.3 in.	95.6 in.	97 in.	102.4 in.	102.4 in.
Front Axle Clearance 2WD in. (mm),	18.8 (480)	18.8 (480)	18.8 (480)	18.8 (480)	---	---
Front Axle Clearance MFWD OOS in. (mm),	13.4 (340)	13.4 (340)	13.4 (340)	13.4 (340)	17.0 (432)	17.0 (432)
Front Axle Clearance MFWD Cab in. (mm)	---	13.4 (340)	13.4 (340)	13.4 (340)	15.2 (386)	15.2 (386)
Standard Tires – 2WD						
Front	7.5 - 16; F2	7.5 - 16; F2	7.5 - 16; F2	7.5 - 16; F2	---	---
Rear	13.6 - 28; R1	14.9 - 28; R1	16.9 - 28; R1	16.9 - 28; R1	---	---
Standard Tires – MFWD						
Front	9.5 - 24; R1	9.5 - 24; R1	9.5 - 24; R1	9.5 - 24; R1	12.4-24; R1	12.4 - 24; R1
Rear	13.6 - 28; R1	14.9 - 28; R1	16.9 - 28; R1	16.9 - 28; R1	18.4-30; R1	18.4 - 30, R1
Weight						
Approx Weight, lb (kg), 2WD	4,414 (2,002)	4,524 (2,052)	4,634 (2,102)	4,634 (2,102)	---	---
Approx Weight, lb (kg), MFWD OOS	5,401 (2,450)	5,511 (2,500)	5,621 (2,550)	5,732 (2,600)	7,275 (3,300)	7,275 (3,300)
Approx Weight, lb (kg) MFWD Cab	---	7,054 (3,200)	7,165 (3,250)	7,275 (3,300)	8,150 (3,700)	8,150 (3,700)
Turn Radius**						
With brakes	10.2 ft.	10.2 ft.	10.2 ft.	10.2 ft.	11.6 ft.	11.6 ft.
Without brakes	11.5 ft.	11.5 ft.	11.5 ft.	11.5 ft.	14.3 ft.	14.3 ft.

*Front weight support extends past the front wheels. **With 4-wheel drive disengaged, where applicable.*



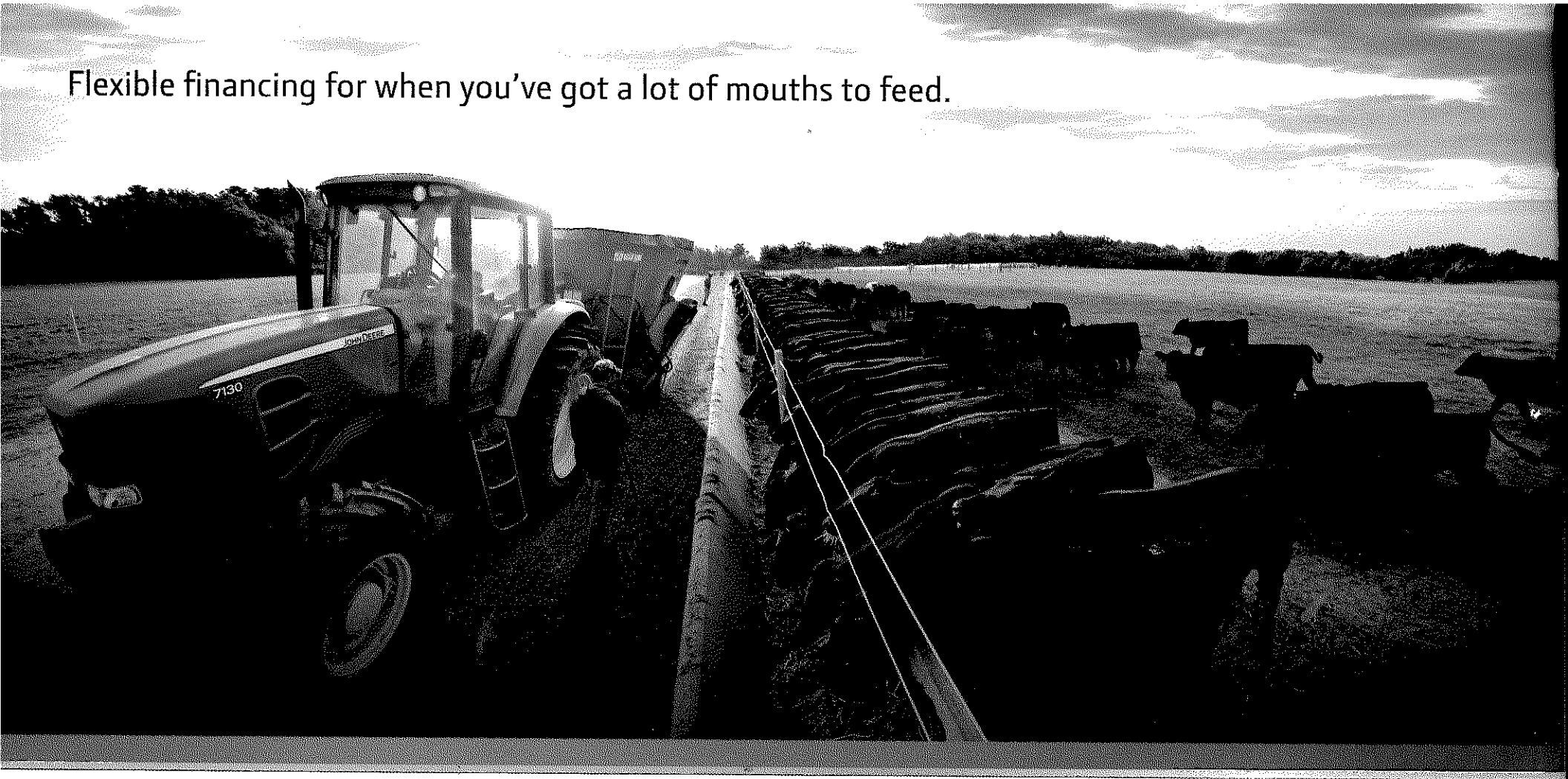
Get peace of mind with PowerGard™

Protect your investment and increase your confidence in purchasing a high-quality John Deere tractor through John Deere PowerGard™ Programs.

The PowerGard™ Maintenance Program is an effective, preventative maintenance program designed to make sure your tractor operates at peak performance, offers exceptional reliability and maintains top residual value.

*PowerGard Protection Plan extended warranty covers failures due to defective materials or original workmanship of covered components for up to 3 years or 3,000 hours (whichever comes first). Customers have a choice between either the Limited (engine & powertrain) coverage form or the Comprehensive (full-machine) coverage form. See your dealer, www.deere.com or www.johndeere.ca/PowerGard for details.

Flexible financing for when you've got a lot of mouths to feed.



From sunrise to sunset, you stretch to meet the challenges of your work. As you do, you can depend on John Deere Financial for flexible financing.* We know the landscape you work in. And, with a relationship rooted in understanding and trust, we're committed to meeting your unique needs.

Day in and day out we're here for you.

*Subject to John Deere Financial approval and dealer participation. See dealer for details.

JOHN DEERE FINANCIAL

U.S.A. www.JohnDeereFinancial.com
Canada www.JohnDeereFinancial.ca

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CANADA

We are proud to support FFA

CANADA'S OUTSTANDING YOUNG FARMERS

DSAA66054 Litho in U.S.A. (16-02)

472

ROTARY MOWERS

Diamond MOWERS™

BROCKSIDE EQUIPMENT SALES, INC
3715 S. Sam Houston Pkwy E.
Houston, TX 77047
713-943-7100



TIME TO WORK.



NO TIME TO WASTE.

Not every job allows you the luxury of time, but you still need every job done right. That's why you use a Diamond Rotary Mower. Our Rotary Mower cuts faster than a flail, and costs less to operate. Demand the Best. DEMAND DIAMOND.

TOUGH. VERSATILE. GUARANTEED.

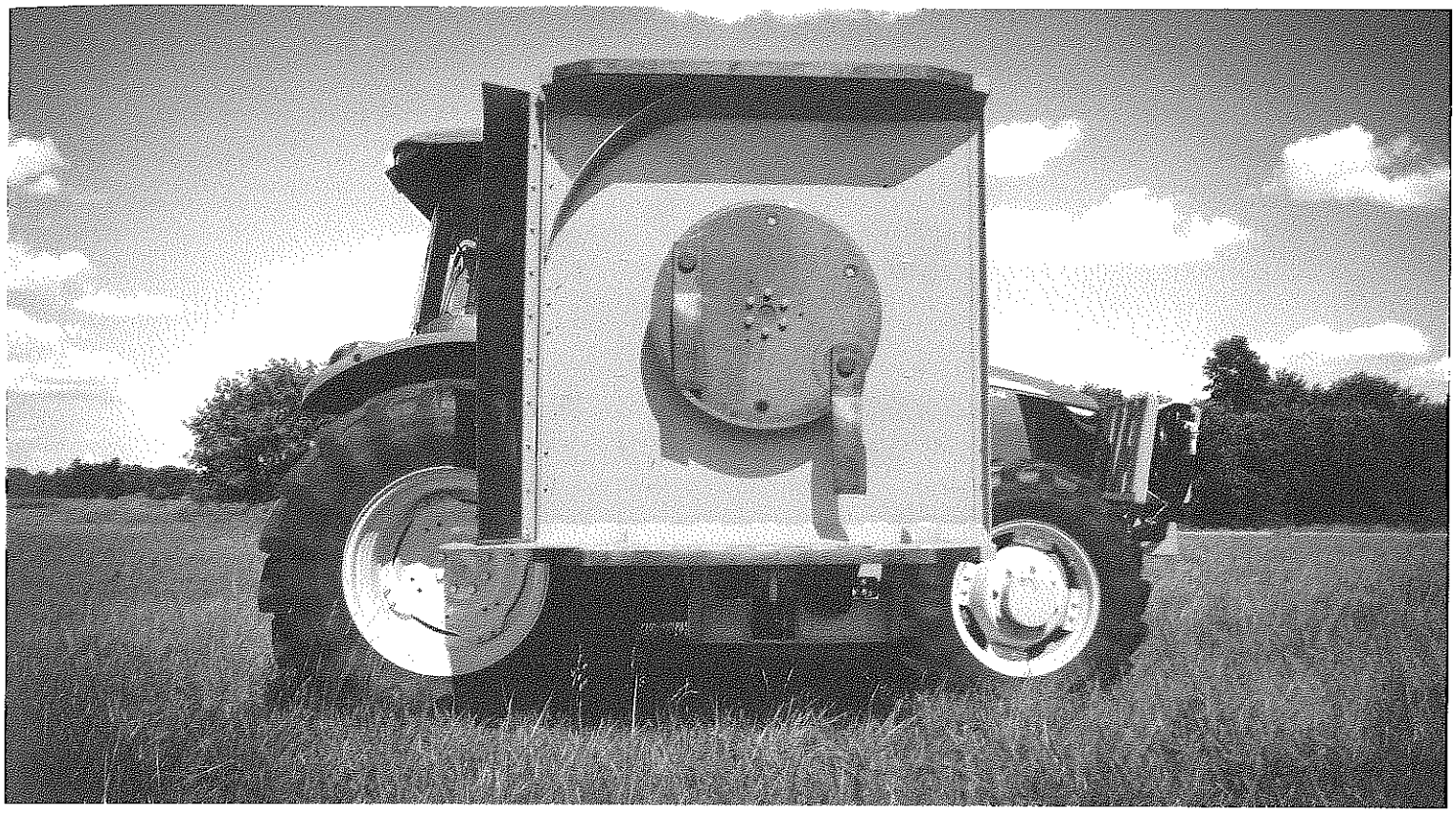
Each of our Rotary Mowers is made of impact resistant steel, and comes with a 1-year warranty on all parts and labor.

The pump unloading valve provides relief protection when the mower is running, so if the blades hit a large obstacle, the hydraulic system is protected. You can go as fast as you need, without sacrificing control.

Twin Rotary Mowers are available in:
- 60" side and 60" rear rotaries
- 72" side and 60" rear rotaries
- 72" side and 72" rear rotaries

Side Rotary Mowers are available in 60" or 72".
All mowers come equipped with replaceable skid shoes.





DIAMOND ROTARY MOWERS
AS STRONG AND SMART AS THEY ARE FAST.

With two full swinging, heat treated suction knives and a heavier deck than our competitors, our rotary mowers are built strong to last. Our hydraulic systems provide greater hydraulic power - which results in doing more work, much faster.

THE DIAMOND MOWERS SPINDLE

Made at our factory in South Dakota, Diamond Mowers' proprietary Spindle has 35% more bearing surface than competing products, and over twice the bearing load rate. Our spindle uses the same self-adjusting bearing used by the rock crushing industry, with a housing twice as thick as its competitors. And it only needs to be greased every 500 hours instead of daily – because you've got better things to do with your time.

Our patented replaceable splined insert reduces the cost of spindle spline failure by 93%. Plus, it's a repair that can be made in the field in 30 minutes or less.

UNPARALLELED DURABILITY

Diamond uses a two-blade system on a round disc to deliver a nice, clean cut. The disc is constructed of 1" thick 50,000 psi rated steel with hardened, replaceable inserts, giving you unparalleled durability and easy blade maintenance.

Blades attach with castle nuts, roll pins, and hex bolts that have 3,000% more load bearing surface than traditional key style bolts. The bolt insert is made of harder steel than the disc. When wear occurs the insert can be easily replaced instead of the whole disc.

And the blade carrier is covered by an unprecedented 5-year warranty. Not that you'll need it.

WANT MORE?

Optional features:

- Cable controls
- Double row chain guards

PROUD TO BE MADE IN THE USA

Diamond Mowers was founded on American values and is grounded in a Midwestern work ethic. You want the toughest, smartest, safest, and most reliable equipment available, and that's what we give you. It's what Diamond does best.



DIAMOND ROTARY MOWER HEAD SPECS

Mower Head	Head Weight	Features
60" Side Rotary	1,100 lbs.	Cuts up to 4" material
72" Side Rotary	1,250 lbs.	Cuts up to 4" material
60" Rear Rotary	2,050 lbs.	Cuts up to 4" material
72" Rear Rotary	2,325 lbs.	Cuts up to 4" material

800-658-5561

Diamond MOWERS

350 EAST 60TH ST. N.
SIOUX FALLS, SD 57104

DEMAND BRILLIANCE.

*For more details, go to **DiamondMowers.com.***

72-HOUR PARTS SHIPPING GUARANTEE

BEST PRICE GUARANTEE ON ALL PARTS

100% SATISFACTION GUARANTEE
★ GET IT, LOVE IT or LEAVE IT! ★

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Brookside
Equipment Sales, Inc.

3715 S. SAM HOUSTON PKWY. E. • HOUSTON, TX 77047

SEALED BID IFB 17-047/JN

JEFFERSON COUNTY PURCHASING
DEPARTMENT
1149 PEARL STREET 1ST FLOOR
BEAUMONT, TEXAS 77701

BID DUE: JANUARY 23, 2018
@ 11:00 AM
HEAVY EQUIPMENT

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.

Bid Form (Continued)

Item No.	Item Description	Bid Price
11	**Yale Veracitor Pneumatic Tire Forklift Model GP050VX or Equivalent**	$ 33949.00
		Trade-In Value
Trade-In Value for used & flood-damaged: Clark Model: C500-YS60 (SN: Y355-1362-4324-1081)		$ 500.00
Total Bid Price (Minus Trade-In Value) $ 33,449.00		
Projected Delivery Lead Time from Date of Purchase:	2-3 **weeks** if in stock still	
Equivalent Item Description (Make & Model) for Item No. 11: 8FDU25, Toyota		

Bidder Shall Return Completed Form with Offer.



ToyotaLift of Houston
7110 North Fwy
Houston, TX 77076-1309
Phone: 713-675-7000
Fax: 713-675-7939

January 11, 2018

Jamey West
Jefferson County Precinct 3
24420 Highway 124
Hamshire, TX 77622

Dear Jamey:

We are pleased to submit the attached Toyota Diesel Powered Lift Truck quotation for your review and approval.

As an authorized Toyota dealer, ToyotaLift of Houston can provide the high-quality equipment and service you would expect from the world's leading forklift manufacturer. This quotation reflects our understanding of your forklift needs, combined with a careful configuration of the appropriate equipment and options.

To place your order, please sign and date the quotation where indicated and return to me. If you have any questions, please contact me.

Thank you for your interest in our company and our Toyota products. We look forward to being of valuable service to you for your material handling needs.

Sincerely,

Jeremy Breed
Sales Representative
Phone: 713-675-7000
Fax: 713-675-7939
E-mail: jeremy.breed@doggett.com

ToyotaLift of Houston
7110 North Fwy
Houston, TX 77076-1309
Phone: 713-675-7000
Fax: 713-675-7939

TOYOTA LIFT OF HOUSTON
DOGGETT EQUIPMENT SERVICES GROUP

To: Jefferson County Precinct 3

Date: January 11, 2018
Our Ref: 40715454

Phone: 409-835-7895
Fax:

We respectfully submit this quotation for the following NEW Toyota Diesel Powered Lift Truck (1 each):

Toyota...Proud to be the world's #1 forklift manufacturer!

TOYOTA MODEL 8FDU25, Diesel Lift Truck, quality engineered with the following specification:

- Solid Pneumatic Tires
- Diesel Powered



Photo may portray optional equipment not included in your quotation.

SYSTEM OF ACTIVE STABILITY™ (SAS)

Toyota's industry exclusive System of Active Stability (SAS) helps reduce lift truck instability by electronically monitoring and controlling various functions of the lift truck.

- **Active Control Rear Stabilizer:** Various lift truck sensors simultaneously monitor vehicle speed, fork height, load weight, and vehicle yaw (or angular acceleration). Should the operator inadvertently place the truck in a potentially unstable lateral condition, the sensors trigger the SAS controller to activate the Active Control Rear Stabilizer to help reduce the likelihood of a lateral tip over. (Note: Does not apply to dual drive configured models)
- **Active Mast Function Controller (AMC):** Should the operator inadvertently place the lift truck in a potentially unstable longitudinal condition, these same sensors trigger the SAS controller to activate the AMC, which limits forward tilt and/or tilt back speed to help reduce the likelihood of a longitudinal tip over.

AUTOMATIC FORK LEVELING

Toyota's Automatic Fork Leveling feature increases productivity while reducing damage with a push of a button. By depressing the Automatic Fork Leveling button during forward tilt, operators are quickly and easily able to level the forks.

TOYOTA ENGINE

Engineered to the highest standards of quality, durability, and reliability, your Toyota 8-Series lift truck is outfitted with the industry's most respected industrial engines.

ULTRA COMFORT 4-WAY ADJUSTABLE, FULL SUSPENSION SEAT WITH NON CINCHING SEAT BELT
Operator comfort is taken to a new level with Toyota's Ultra Comfort 4-way adjustable, full suspension vinyl seat. With lumbar, weight, tilt, and almost 6 inches of fore/aft adjustability, your operators will be comfortable and productive throughout their shift. Standard Non-cinching seat belts provide additional comfort in applications requiring frequent reverse travel.

Mast	3-Stage (FSV) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation. Mast specifications: Maximum Fork Height - **189"** Overall Lowered Height - 84.5" (Overhead Guard Height - 83.10") Free Lift - 36.4" with standard Load Backrest
Lifting Capacity	**Base Model Capacity - 5,000 lbs.** @ 24" load center **Actual Capacity,** based on quoted specifications, - **4,500 lbs.** @24" load center to 189" MFH *Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.*
Tilt	6 degrees forward and 6 degrees backwards
Carriage	ITA Hook Type, 40" Carriage
Forks	**Forks 48" x 5" x 1.6" - Class II**
Load Backrest	48" High Load Backrest
Attachments	**Cascade 40" Hang-on Sideshifter (Includes 3rd Function Internal Hosing)**
Speeds	Travel Speed: 12.10 mph Lift Speed: 124 fpm
Engine	Toyota 1.8L 1ZS Industrial Diesel Engine 1.8 liters displacement, 3 cylinder, 4 valve, dual overhead cam (DOHC) Turbocharged with intercooler and common rail fuel injection Meets EPA TIER 4 Final regulations with Diesel Oxidation Catalyst (DOC) Net Torque Rating: 148 @ 1600 rpm SAE ft-lb Net Horsepower Rating: 55 @ 2200 rpm SAE HP No DEF Fluid Required and no additional regen cycles either.
Transmission	Automatic Transmission 1 speed forward, 1 speed reverse standard.
Steering	Load Sensing Hydrostatic Power Steering with Tilt Steering Column
Wheels and Tires	Front Tires: 7.00-12-12PR (Solid Pneumatic, Wide Tread) Rear Tires: 6.00-9-10PR (Solid Pneumatic)

Additional Equipment	**Strobe Light - Yellow** **Rear Combination Lights** **Pre-cleaner** **Steering Wheel with Knob** **Rear View Mirrors (Left & Right Sides)** **Back-up Alarm** **Rear Assist Grip with Horn Button** **Pencil / Tape Holder (Mounted on Overhead Guard Leg)** **Fire Extinguisher**
Other Outstanding Toyota Features	• Operator Presence Sensing System (OPSS) • Fully Stamped Steel Side Panels • Technician Programmable Electronic Speed Control • Engine Protection System • Overly Spacious Leg Room • Weather Protected Electrical System • Unparalleled Fork Tip Visibility • Foot Activated Park Brake with High Mount Release • Adjustable Headlights with Guards • Electronic Shift Control • 7" Cyclone Air Cleaner • Fully Insulated Stamped Steel Engine Hood • Dual Operator Assist Grips • Oversized Cup Holder and Amenity Tray • Heavy Duty, Non-Slip Rubber Floor Mat • Automotive Style Headlight Switch *Some standard items listed within this quotation may be replaced or altered due to optional equipment.*

Warranty	12 Months or 2,000 hours whichever occurs first: Basic 36 Months or 6,000 hours whichever occurs first: Powertrain Warranty coverage for non-standard option components will be covered by the manufacturer of that component and not covered under the Toyota forklift standard or powertrain warranty. ***We offer a Toyota factory authorized warranty on all new Toyota Industrial Equipment.***

Investment	Price-Toyota Model 8FDU25 as specified above:	$33,949	Each
	Trade in 1981 Clark with Flood Damage	$500	
	Net Price:	$33,449	Each
	Unit is in stock now so can deliver quickly. If we run out of stock forklifts then the lead time is 120 to 150 days. Delivery is included to your location in Beaumont, TX.		

Financing and Maintenance	A broad range of competitive and flexible financing options are available through Toyota. Financing requires credit approval. Terms and conditions are subject to change. In addition, Full Maintenance and Planned Maintenance programs are available.

Terms and Conditions

General: Toyota Lift of Houston ("TLOH") Terms and Conditions subject to change to those in effect at time of order delivery.

Delivery: Will advise estimated delivery date at time of order placement. All delivery information offered by TLOH is approximate based on supplier's lead time estimates. TLOH cannot guarantee delivery date. Pricing shown in this quotation includes delivery cost (FOB delivered). If customer cannot accept merchandise at time of shipment from our supplier, customer will be invoiced the cash price of this order with net 10 day payment terms.

Pricing: ALL PRICING SHOWN ON THIS QUOTATION IS ON A CASH SALE BASIS and is exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.

Financed Offerings: Financed offerings are subject to credit approval and are subject to all federal, state, and local taxes, including use taxes, which are in effect at time of customer invoicing.

Payment Terms: Net Due at Time of Delivery. Financed transactions require customer authorized Lessee signature on all documents at Time of Delivery.

Specification: Performance and specifications stated are based on specific base model testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors. Some options and configurations may void UL rating.

Quotation Acceptance: Your signature on this proposal constitutes a firm order, subject to acceptance by TLOH. In the event of order cancellation Customer agrees to pay fees levied, as determined by TLOH, up to the full cash price of this order.

California Users

When operated in California, any Off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm.

Sincerely,
ToyotaLift of Houston

By: _____

Name: Jeremy Breed

Title: Sales Representative

Accepted:
City of Beaumont

Cash Price $_____

Financed Payment $_____ *Per Month* _____*Months*

By: _____

Name: _____

Title: _____

Date: _____

Optional Equipment

(not included in this Quotation)

Item	Price	Accepted*
1. Carriage-to-Counterweight Service Agreement 60 Months/10,000 Hours (Whichever occurs first) , Carriage to Counterweight, US $100 Deductible. This deductible will occur on any warranty claim past the normal warranty period if this option is chosen.	$1,333	

**** Customer: please signify acceptance of an option by initialing in the space provided.***

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: (IFB 17-047/JW), Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)

Bidder's Company/Business Name: Toyota Lift of Houston

Bidder's TAX ID Number: 76-0392853

Contact Person: Jeremy Breed **Title:** Sales

Phone Number (with area code): 713-675-1000

Alternate Phone Number if available (with area code):

Fax Number (with area code): 713-699-6525

Email Address: jeremy.breed@doggett.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

7110 North Freeway
Address
Houston, TX 77076
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:

Toyota Lift of Houston
Company Name

7110 North Fwy
Address

Houston TX 77076
City State Zip

Signature of Person Authorized to Sign

Jeremy Breed
Printed Name

Sales
Title

For clarification of this offer, contact:

Jeremy Breed
Name

713-675-1000 713-699-6525
Phone Fax

Jeremy.breed@doyleth.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

HEAVY EQUIPMENT FOR JEFFERSON COUNTY PRECINCT NO. 3 (TO REPLACE UNREPAIRABLE EQUIPMENT DAMAGED BY HURRICANE HARVEY)

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 17-047/JW, Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey). The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

_____ _____

Jeff R. Branick
County Judge

Date

Attest:

_____

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

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 Toyota L.T.T of Houston - Doggett [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	76-0392853
Company Name submitting bid/proposal:	
Mailing address:	Carruth-Doggett Inc DBA Toyota L.T.T of Houston
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.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative	Signature
Title	Date

Bidder Shall Return Completed Form with Offer.

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.

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.

Toyota Lift of Houston	
Bidder (Entity Name)	Signature
7110 N. Fwy	Jeremy Breed
Street & Mailing Address	Print Name
Houston, Tx 77076	1-16-18
City, State & Zip	Date Signed
713-675-1000	713-699-6525
Telephone Number	Fax Number
jeremy.breed@doggett.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Jeremy Breed

Title: Sales

Signature: _____

Date: 1-16-18

E-mail address: Jeremy.Breed@doggett.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Doggett Toyota Lift of Houston

TOYOTA LIFT OF HOUSTON
DOGGETT EQUIPMENT SERVICES GROUP

Jeremy Breed
Senior Account Manager

7110 North Freeway
Houston, TX 77076
www.toyotalift.com

Direct 713-699-6524
Main 713-675-1000
Cell 832-293-3911
Fax 713-699-6525
jeremy.breed@doggett.com

Bid
IFB 17-047/JW
Original

RECEIVED 02:27 PM JAN 18 2018

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

December 18, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-047/JW, Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey) for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: **Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)**

BID NO: **IFB 17-047/JW**

DUE DATE/TIME: **11:00 AM CDT, Tuesday, January 23, 2018**

MAIL OR DELIVER TO: **Jefferson County Purchasing Department**
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Jason Castille, Precinct No. 3 Superintendent at 409-736-2851 or pct3sc@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

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

Table of Contents 1
Instructions to Bidders 2
General Conditions of Bidding and Terms of Contract 6
Special Requirements/Instructions 16
Minimum Specifications 20
Bidder Information Form 27
Offer to Contract Form 28
Acceptance of Offer Form 29
Bid Form 30
Vendor References Form 37
Signature Page 38
Conflict of Interest Questionnaire 39
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY) 40
Good Faith Effort Determination Checklist 41
Notice of Intent 42
HUB Subcontracting Participation Declaration Form 43
Residence Certification/Tax Form 47
Bid Affidavit 48
Technical Specifications ..... APPENDICES A-K

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

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2017:

December 25 & 26	Monday & Tuesday	Christmas

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 a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County,

and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the

Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract

will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.5 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.7 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.8 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.9 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.10 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.11 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.12 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/.
The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance and applicable endorsements.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

General Liability, including Products	$1,000,000
Business Auto Liability	$1,000,000
Cargo / Transit Coverage	Replacement Cost Value of Equipment Purchased
Excess Liability	$1,000,000
Workers' Compensation	Statutory Coverage

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Jason Castille, with Jefferson County Precinct No. 3 at pct3sc@co.jefferson.tx.us. Please reference bid number IFB 17-047/JW.

Scope

Jefferson County is soliciting bids for heavy equipment to replace equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

BRAND REFERENCE

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

The technical specifications shown **(APPENDICES A - K)** are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

▪ Bid Item 1: Reclaimer/Stabilizer:

One (1) BOMAG Model: RS-360 Reclaimer/Stabilizer or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Reclaimer/Stabilizer is to be complete with All Standard Equipment as listed in the technical specifications including Cummins Tier 4 Final Engine (or equivalent). Optional equipment should include ROPS/FOPS and Working Headlights.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery of equipment; with this warranty to cover the Full Machine.

For full technical specifications for this bid item, see **APPENDIX A.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX A.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** BOMAG MPH-100R (SN: 85489) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 2. Motor Grader:

One (1) Mustang CAT Model: 120M2 Motor Grader or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

For full technical specifications for this bid item, see **APPENDIX B.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX B.

Warranty Term for this equipment (included, without additional cost) should be at least: (5) five calendar years from the date of delivery of equipment. The first year of warranty should cover the powertrain and hydraulics for an unlimited amount of hours; with warranty years 2-5 to cover 3,000 hours for powertrain and hydraulics.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** 1998 Champion Motor Grader Model 710 A towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 3. Dozer (Referred to as Tractor by Manufacturer):

One (1) Mustang CAT Model: D5K2 LGP CA Tractor (Dozer) or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

For full technical specifications for this bid item, see **APPENDIX C.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX C.

Warranty Term for this equipment (included, without additional cost) should be at least: (5) five calendar years from the date of delivery of equipment. The first year of warranty should cover the powertrain and hydraulics for an unlimited amount of hours; with warranty years 2-5 to cover 3,000 hours for powertrain and hydraulics.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** 1997 Komatsu D58P towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 4. Pneumatic Roller:

One (1) BOMAG Model: BW11RH-5 Pneumatic Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Pneumatic Roller is to be complete with All Standard Equipment including ROPS/FOPS, Water Sprinkler System, Rotary Beacon, and Additional Ballast to 2,313 lbs., Cocoa Mats and Back-Up Alarm.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX D.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX D.

Trade In: Jefferson County will be trading in a used and **flood-damaged** Dynapac CP142 (SN: 1000-500C0B000882) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 5. Wheel Loader:

One (1) DOOSAN Model: DL220-5 Wheel Loader or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Wheel Loader is to be complete with All Standard Equipment including Triangle Radials, Load Isolation, Hydraulic Coupler, Bucket, 96" X 72" Forks and Additional Counterweight.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/5,000 hour warranty that covers the powertrain and hydraulics.

For full technical specifications for this bid item, see **APPENDIX E.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX E.

Trade-In: Jefferson County will be trading in used and **flood-damaged** John Deere 544H (SN: DW544HX57290) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 6. Vibratory Tandem Roller:

One (1) BOMAG Model: BW161AD-5 Vibratory Tandem Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Vibratory Tandem Roller is to be complete with All Standard Equipment including 90 degree swivel seat unit, Economizer, ROPS, Temperature Gauge, and Joint with Crabwalk.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX F.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX F.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** CAT CB534-C (SN: 5HN00552) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 7. Single Drum Padfoot Roller:

One (1) BOMAG Model: BW211PD-5 84" Single Drum Padfoot Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Single Drum Padfoot Roller is to be complete with All Standard Equipment including Magnetic Flashing Beacon.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX G.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX G.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** BOMAG BW213DH-40 (SN: 901582561088) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 8 (A). Hydraulic Excavator:

One (1) Gradall XL3100 Hydraulic Excavator or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery (in service date) of equipment or 1,500 hours – whichever comes first.

Manufacturer should repair or replace, at its option, any factory-installed part that is defective in materials or workmanship under normal use. Any needed part replacements will be made using new or remanufactured parts. This Limited Warranty is limited to repairing or replacing, at the Manufacturer's option, any part proven defective under normal use; provided that the product has been properly registered with the Manufacturer within thirty days after the in-service date and that all required reports are current. The warranty period begins on the product's in-service date, which is the first date the unit is delivered to an end-user (the "Owner"), for purchase. This Warranty is to extend only to the Original Purchase and will be Non-Transferable. This Limited Warranty may subject to those limitations and exclusions.

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:
- Keeping an Operator/Safety Manual available to the operator of the product.
- Using the product in accordance with the Operator/Safety Manual.
- Releasing the product for warranty work.
- Reporting accidents immediately to Manufacturer
- Using the product for safe, approved applications and using only approved accessories.
- Complying with factory initiated Field Campaigns.
- Using only approved components for maintenance and replacement parts.
- Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

What Is Not Covered
- Parts associated with unit maintenance are not warranted beyond (1) one year of the product's in-service date.
- Items subject to normal wear and tear, noise, vibration, or deterioration are not warranted.
- This Limited Warranty does not cover damage caused by abusive usage or extreme applications.
- Any operation beyond the rated capacity or the improper use or application of the product or the substitution of parts not approved by Manufacturer or the failure to release the product for warranty work.
- Tires, engines and batteries are warranted by the applicable Manufacturer.
- Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals or other forms of impact, industrial fallout or pollution,or previous repair.
- External surface rust left unrepaired due to neglect of the product.
- Chassis not manufactured by the Manufacturer

For full technical specifications for this bid item, see **APPENDIX H.**
BIDDER MUST <u>COMPLETE, SIGN, & DATE</u> FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

<u>Trade-In:</u> Jefferson County will be trading in a used and **<u>flood-damaged</u>** Gradall G3WD towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 8 (B). Hydraulic Excavator:

One (1) Gradall XL3100 Hydraulic Excavator or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery (in service date) of equipment or 1,500 hours – whichever comes first.

Manufacturer should repair or replace, at its option, any factory-installed part that is defective in materials or workmanship under normal use. Any needed part replacements will be made using new or remanufactured parts. This Limited Warranty is limited to repairing or replacing, at the Manufacturer's option, any part proven defective under normal use; provided that the product has been properly registered with the Manufacturer within thirty days after the in-service date and that all required reports are current. The warranty period begins on the product's in-service date, which is the first date the unit is delivered to an end-user (the "Owner"), for purchase. This Warranty is to extend only to the Original Purchase and will be Non-Transferable. This Limited Warranty may subject to those limitations and exclusions.

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:
• Keeping an Operator/Safety Manual available to the operator of the product.
• Using the product in accordance with the Operator/Safety Manual.
• Releasing the product for warranty work.
• Reporting accidents immediately to Manufacturer
• Using the product for safe, approved applications and using only approved accessories.
• Complying with factory initiated Field Campaigns.
• Using only approved components for maintenance and replacement parts.
• Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

What Is Not Covered
• Parts associated with unit maintenance are not warranted beyond (1) one year of the product's in-service date.
• Items subject to normal wear and tear, noise, vibration, or deterioration are not warranted.
• This Limited Warranty does not cover damage caused by abusive usage or extreme applications.
• Any operation beyond the rated capacity or the improper use or application of the product or the substitution of parts not approved by Manufacturer or the failure to release the product for warranty work.
• Tires, engines and batteries are warranted by the applicable Manufacturer.
• Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals or other forms of impact, industrial fallout or pollution,or previous repair.
• External surface rust left unrepaired due to neglect of the product.
• Chassis not manufactured by the Manufacturer

For full technical specifications for this bid item, see **APPENDIX H.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Gradall XL3100 towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 9. Tractor:

One (1) John Deere 5065E Utility Tractor OOS 4WD or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for this equipment: Warranty term for this equipment (included without additional cost) should be at least: (2) two calendar years/or 2,000 hours from the date of delivery of equipment or whichever comes first, with the warranty to cover powertrain and components as described below in Paragraphs A & B.

A. WHAT IS WARRANTED – Subject to Paragraph B, all parts of any new Equipment are to be warranted for the time period or number of operating hours as specified. Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty- Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by the Manufacturer.

B. ITEMS COVERED SEPARATELY- (1) Tires, rubber tracks and batteries; When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

For full technical specifications for this bid item, see **APPENDIX I.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX I.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Ford 5000 Tractor towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 10. Tractor with Side Mower:

One (1) John Deere 5085E Utility Tractor Cab 4WD with Alamo Side Mower or Equivalents to replace similar pieces of equipment that were damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for Tractor: Warranty term for this equipment (included without additional cost) should be at least: (2) two calendar years/or 2,000 hours from the date of delivery of equipment or whichever comes first, with the warranty to cover powertrain and components as described below in Paragraphs A & B.

A. WHAT IS WARRANTED – Subject to Paragraph B, all parts of any new Equipment are to be warranted for the time period or number of operating hours as specified. Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty- Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by the Manufacturer.

B. ITEMS COVERED SEPARATELY- (1) Tires, rubber tracks and batteries; When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

Warranty term for Side Mower: Warranty term for this equipment (included, without additional cost) should be at least: Manufacturer's Warranty for (1) calendar year from the date of delivery of equipment.

For full technical specifications for this bid item, see **APPENDIX J.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX J.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Case 685 Tractor with Alamo Versa Side Mower towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 11. Pneumatic Tire Forklift:

One (1) Yale Veracitor Pneumatic Tire Forklift Model GP050VX or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for this equipment (included, without additional cost) should be at least: (1) calendar year from the date of the delivery of equipment or 2,000 Hours to include Manufacturer's Warranty coverage; to include a (3) three-year/6,000 hour warranty to cover the powertrain.

For full technical specifications for this bid item, see **APPENDIX K.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX K.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Clark Model: C500-YS60 (SN: Y355-1362-4324-1081) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: (IFB 17-047/JW), Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)

Bidder's Company/Business Name: DOGGETT HEAVY MACHINERY SERVICES

Bidder's TAX ID Number: 32033243307

Contact Person: CHARLIE COTTEN **Title:** ACCOUNT MANAGER

Phone Number (with area code): 409-842-1754

Alternate Phone Number if available (with area code): 409-273-2913

Fax Number (with area code): 409-842-1765

Email Address: CHARLIE.COTTEN@DOGGETT.COM

Mailing Address (Please provide a physical address for bid bond return, if applicable):

4355 WEST CARDINAL DR
Address
BEAUMONT TEXAS 77705
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:

Doggett Heavy Machinery Services
Company Name

4355 West Cardinal DR
Address

Beaumont TX 77701
City State Zip

Charlie Cotten
Signature of Person Authorized to Sign

CHARLES COTTEN
Printed Name

Account Manger
Title

For clarification of this offer, contact:

Charlie Cotten
Name

409-842-1754 409-842-1765
Phone Fax

charlie.cotten@doggett.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

HEAVY EQUIPMENT FOR JEFFERSON COUNTY PRECINCT NO. 3 (TO REPLACE UNREPAIRABLE EQUIPMENT DAMAGED BY HURRICANE HARVEY)

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 17-047/JW, Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey). The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

_____ _____

Jeff R. Branick
County Judge

Date

Attest:

_____

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

The technical specifications shown **(APPENDICES A - K)** are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

FOR EACH ITEM BID, BIDDER MUST COMPLETE, SIGN, & DATE FORM LOCATED ON THE LAST PAGE OF THE ITEM'S CORRESPONDING APPENDIX.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Item No.	Item Description	Bid Price
1	**BOMAG Model RS-360 Reclaimer/Stabilizer or Equivalent**	$ NO BID .___
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG MPH100-R (SN: 85489)		$_____ .____
Total Bid Price (Minus Trade-In Value) $_____ .____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 1: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
2	**Mustang CAT Model 120M2 Motor Grader or Equivalent**	$ 256,000.00
		Trade-In Value
Trade-In Value for used & flood-damaged: 1998 Champion Motor Grader Model 710 A		$ 13,000.00
Total Bid Price (Minus Trade-In Value) $ 243,000.00		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 2: JOHN DEERE 620G		

Item No.	Item Description	Bid Price
3	**Mustang CAT Model D5K2 LGP CA Tractor (Dozer) or Equivalent**	$ 147,000.00
		Trade-In Value
Trade-In Value for used & flood-damaged: 1997 Komatsu D58 P		$ 15,000.00
Total Bid Price (Minus Trade-In Value) $ 132,000.00		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 3: JOHN DEERE 650K LGP		

Bid Form (Continued)

Item No.	Item Description	Bid Price
4	**BOMAG Model BW11RH-5 Pneumatic Roller or Equivalent**	$ 74,900.00
		Trade-In Value
Trade-In Value for used & flood-damaged: Dynapac CP142 (SN: 1000-500C0B000882)		$ 4000.00
Total Bid Price (Minus Trade-In Value) $ 70,900.00		
Projected Delivery Lead Time from Date of Purchase:	5 weeks	
Equivalent Item Description (Make & Model) for Item No. 4: DYNAPAC CP1200		

Item No.	Item Description	Bid Price
5	**DOOSAN Model DL220-5 Wheel Loader or Equivalent**	$ 173,800.00
		Trade-In Value
Trade-In Value for used & flood-damaged: John Deere 544H (SN: DW544HX57290)		$ 20,000.00
Total Bid Price (Minus Trade-In Value) $ 153,800.00		
Projected Delivery Lead Time from Date of Purchase:	_____ weeks	
Equivalent Item Description (Make & Model) for Item No. 5: JOHN DEERE 544K		

Bid Form (Continued)

Item No.	Item Description	Bid Price
6	**BOMAG Model BW161AD-5 Vibratory Tandem Roller or Equivalent**	$ 125,250.00
		Trade-In Value
Trade-In Value for used & flood-damaged: CAT CB534-C (SN: 5HN00552)		$ 6,500.00
Total Bid Price (Minus Trade-In Value) $ 118,750.00		
Projected Delivery Lead Time from Date of Purchase:	5 **weeks**	
Equivalent Item Description (Make & Model) for Item No. 6: DYNAPAC CC4200 VI		

Item No.	Item Description	Bid Price
7	**BOMAG Model BW211PD-5 84" Single Drum Padfoot Roller or Equivalent**	$ 124,150.00
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG BW213DH-40 (SN: 901582561088)		$ 4,000.00
Total Bid Price (Minus Trade-In Value) $ 120,150.00		
Projected Delivery Lead Time from Date of Purchase:	5 **weeks**	
Equivalent Item Description (Make & Model) for Item No. 7: DYNAPAC CA2500PD		

Bid Form (Continued)

Item No.	Item Description	Bid Price
8 (A).	**Gradall XL3100 Hydraulic Excavator or Equivalent**	$ NO BID . ___
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall G3WD		$_____ . ___
Total Bid Price (Minus Trade-In Value) $_____ . ___		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 8 (A): _____		

Item No.	Item Description	Bid Price
8 (B).	**Gradall XL3100 Hydraulic Excavator or Equivalent**	$ NO BID . ___
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall XL3100		$_____ . ___
Total Bid Price (Minus Trade-In Value) $_____ . ___		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 8 (B): _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
9	**John Deere 5065E Utility Tractor OOS 4WD or Equivalent**	$ NO BID .___
		Trade-In Value
Trade-In Value for used & flood-damaged: Ford 5000 Tractor		$_____ .___
Total Bid Price (Minus Trade-In Value) $_____ .___		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 9: _____		

Item No.	Item Description	Bid Price
10	**John Deere 5085E Utility Tractor Cab 4WD (with Alamo Side Mower) or Equivalent**	$ NO BID .___
		Trade-In Value
Trade-In Value for used & flood-damaged: Case 685 Tractor with Alamo Versa Side Mower		$_____ .___
Total Bid Price (Minus Trade-In Value) $_____ .___		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 10: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
11	**Yale Veracitor Pneumatic Tire Forklift Model GP050VX or Equivalent**	$NO BID .___
		Trade-In Value
Trade-In Value for used & flood-damaged: Clark Model: C500-YS60 (SN: Y355-1362-4324-1081)		$_____ .___
Total Bid Price (Minus Trade-In Value) $_____ .___		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 11: _____		

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: apac

Address: P.O. BOX 20779

Contact Person and Title: CARL MAY

Phone: 409-782-5555 Fax:

Email Address: carl.may@oldcastlematerials.com Contract Period:

Scope of Work: paving and road construction

REFERENCE TWO

Government/Company Name: DURWOOD GREEN CONST

Address: 10126 CASH RD STAFFORD TX 77477

Contact Person and Title: KATRINA

Phone: 281-499-1551 Fax: 281-499-1525

Email Address: ksassin@durwoodgreen.com Contract Period:

Scope of Work: heavy construction

REFERENCE THREE

Government/Company Name: Smith and company

Address: 1515 Memorial dr Conroe TX

Contact Person and Title: Mike Smith

Phone: 936-756-6960 Fax: 936-760-1625

Email Address: mikes@scusa.biz Contract Period:

Scope of Work: Paving and construction

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.

Doggett Heavy Machinery Services
Bidder (Entity Name)

Charlie Cotten
Signature

4355 West Cardinal dr
Street & Mailing Address

Charlie Cotten
Print Name

Beaumont TX 77705
City, State & Zip

Date Signed

409-842-1754
Telephone Number

409-842-1765
Fax Number

charlie.cotten@doggett.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity — Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes	☒ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☒ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☒ No	3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☒ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
☐ Yes	☒ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	☒ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

CHARLIE COTTEN
Printed Name of Authorized Representative

Charlie Cotten
Signature

ACCOUNT MANAGER
Title

1-23-2018
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____%

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____%

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____%

Description of Subcontract Work to be Performed: _____

_____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____%

Description of Subcontract Work to be Performed: _____

_____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that Doggett heavy machinery [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.):	32033243307
Company Name submitting bid/proposal:	Doggett Heavy Machinery Services
Mailing address:	4355 West Cardinal Dr Beaumont TX 77705
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS, on this day personally appeared CHARLIE COTTEN (name), who after being by me duly sworn, did depose and say:

"I, CHARLIE COTTEN (name) Charlie Cotten am a duly authorized officer of/agent for DOGGETT HEAVY MACHINERY SERVICES (name of firm) and have been duly authorized to execute the foregoing on behalf of the said Doggett Heavy Machinery Services (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: Doggett Heavy Machinery Services
4355 CARDINAL DR WEST BEAUMONT TX 77705

Fax: 409-842-1765 Telephone# 409-842-1754

by: CHARLIE COTTEN (print name) Title: Account manager

Signature: Charlie Cotten

SUBSCRIBED AND SWORN to before me by the above-named Charlie Cotten on this the 23 day of January, 2018.

BRAD GREER
Notary Public, State Of Texas
Comm. Expires 08-16-2020
My Notary ID # 13078324-0

Notary Public in and for the State of TEXAS

Bidder Shall Return Completed Form with Offer.

APPENDIX A

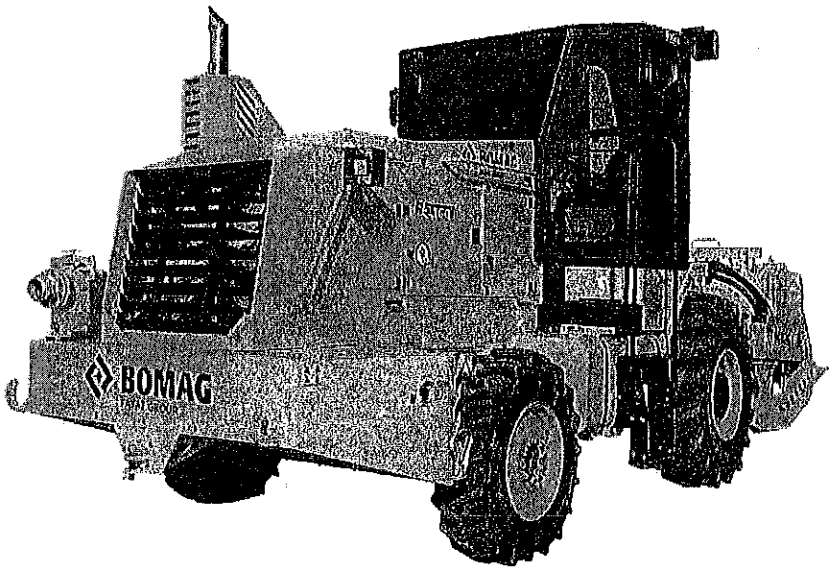
Technical Specifications: Reclaimer/Stabilizer

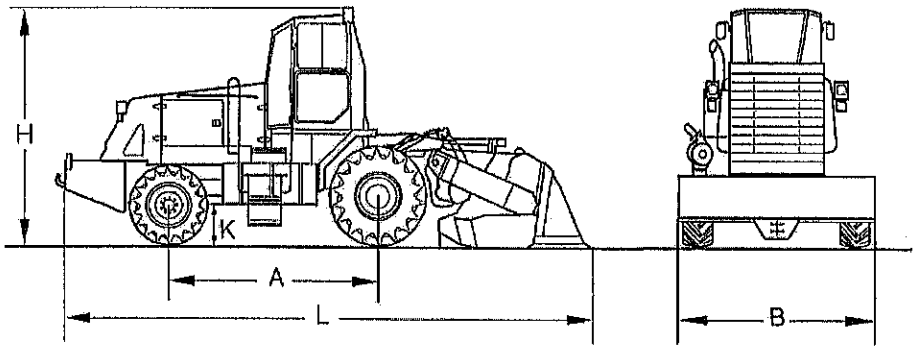
BOMAG
FAYAT GROUP

TECHNICAL DATA

STABILIZERS/ RECYCLERS

RS 360





Dimensions in in

	A	B	H	K	L
RS 360	129.0	115.0	138.0	19.0	331.0

Shipping dimensions in cub.yd

RS 360	112,571

Technical Data		BOMAG RS 360
Weights		
Operating weight CECE	lb	39.000
Axle load, front CECE	lb	10.803
Axle load, rear CECE	lb	28.197
Dimensions		
Track radius, inner	in	252,0
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.

CHARLIE COTTEN ACCOUNT MANAGER

Print Name & Title Above

Charlie Cotten 1-19-2018

Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

BOMAG
FAYAT GROUP

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 SHOE 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

0P9003	LANE 3 ORDER
0P1939	ANTIFREEZE WINDSHIELD WASHER
0P2265	ROLL ON-ROLL OFF
0P3978	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.

CHARLIE COTTEN ACCOUNT MANAGER

Print Name & Title Above

Charlie Cotten 1-19-2018

Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

SALES QUOTATION

DOGGETT

Salesperson: CHARLIE COTTON
Cell: 409-273-2913
E-mail: CHARLIE.COTTEN@DOGGETT.COM

4355 West Cardinal Drive
Beaumont, TX 77705
Main Line: (409) 842-1754
Fax Line: (713) 674-0305

Customer:	Jefferson County-dd3	Make:	JOHN DEERE
Contact:	Janey west	Model:	620G
Phone:		Stock #:	00000
PO#		Serial #:	00000
Date:	01/19/18	Expires:	02/18/18

Year: 2018 **MOTOR GRADER** **Hours: 1**

Quantity	Code	Description	Retail Price
	1210DW	JOHN DEERE 620 MOTOR GRADER	$256,000
	1145	JOHN DEERE POWER TECH 215NET PEAK	
	1830	FLAT BLACK STACT EXHAUST	
	1410	STANDARD FUEL AND WATER FILTER	
	1310	QUICK SERVICE GROUP	
	5060	GRADE PRO LOW CAB	
	8810	REAR CAMERA	
	8625	AIR CONDITIONING	
	8210	EXTERIOR MIRRORS	
	8410	AM/FM RADIO	
	8310	LOW FRONT WIPERS	
	6030	NO POWER CAB AIR CLEANER	
	6140	GRADE PRO SEAT	
	8730	NO SOUND PACKAGE	
	6555	RIPPER CONTROL	
	6650	GRADE PRO LEFT SIDE	
	5815	AIR CHARGED	
	1610	HYD PUMP DISCOUNT	
	7610	REVERSING FAN	
	170c	170C JD LINK 5 YRS	
	2820	GEAR BOX WITH SLIP CLUTCH	
	2010	12 X 24 INCH BLADE	
	1920	NO BLADE ABSSORTION	
	7160	DELUXE GRADING LIGHTS	
	8120	24-TO-12 VOLT	
	1240	DUAL 100 AMP	
	7525	1400CCA BATTERIES	
	6715	FRONT PUSH BLOCK	
	6810	REAR MOUNT RIPPER	
	5510	AUTO SHIFT	
	5710	TRANS GUARD	
	4317	FIRESTONE TIRES	
	7820	NO FRONT FENDERS	
	2605	ENGLISH	
	2525	TRIMBLE GRADE CONTROL BASE	
	2775	NO TOPCON SYSTEM	
	2919	MAST MOUNT	

TRADE #1	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:
TRADE #2	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:

WARRANTY	TYPE	MONTHS	HOURS
	FULL	60	5000

Preventive Maintenance

PM	MONTHS	HOURS

Machine Sale Price	$256,000
Rental Interest	$0
Down Payment	$0
TRADE IN + PAYOFF (if applicable)	$0
SUB TOTAL	$256,000
DOCUMENT FEES	$545
TOTAL Without Tax	$256,545
Applicable Tax/Insurance	$586
Total	$257,131

Financing Options:

Retail Note			*1000 HPY Lease*		*1500 HPY Lease*	
Annual Retail Rate	*Term*	*Monthly Note*	*Monthly Lease Pmt*	*Residual*	*Monthly Lease Pmt*	*Residual*
	12					

SALES QUOTATION

DOGGETT

Salesperson: CHARLIE COTTON
Cell: 409-273-2913
E-mail: CHARLIE.COTTEN@DOGGETT.COM

4355 West Cardinal Drive
Beaumont, TX 77705
Main Line: (409) 842-1754
Fax Line: (713) 674-0305

Customer:	Jefferson County dd3	**Make:**	JOHN DEERE
Contact:	Janey west	**Model:**	620G
Phone:		**Stock #:**	00000
PO#:		**Serial #:**	00000
Date:	01/19/18	**Expires:**	02/18/18

Year: 2018 **MOTOR GRADER** **Hours: 1**

Quantity	Code	Description	Retail Price
	1210DW	JOHN DEERE 620 MOTOR GRADER	$256,000
	1145	JOHN DEERE POWER TECH 215NET PEAK	
	1830	FLAT BLACK STACT EXHAUST	
	1410	STANDARD FUEL AND WATER FILTER	
	1310	QUICK SERVICE GROUP	
	5060	GRADE PRO LOW CAB	
	8810	REAR CAMERA	
	8625	AIR CONDITIONING	
	8210	EXTERIOR MIRRORS	
	8410	AM/FM RADIO	
	8310	LOW FRONT WIPERS	
	6030	NO POWER CAB AIR CLEANER	
	6140	GRADE PRO SEAT	
	8730	NO SOUND PACKAGE	
	6555	RIPPER CONTROL	
	6650	GRADE PRO LEFT SIDE	
	5815	AIR CHARGED	
	1610	HYD PUMP DISCOUNT	
	7610	REVERSING FAN	
	170c	170C JD LINK 5 YRS	
	2820	GEAR BOX WITH SLIP CLUTCH	
	2010	12 X 24 INCH BLADE	
	1920	NO BLADE ABSSORTION	
	7160	DELUXE GRADING LIGHTS	
	8120	24-TO-12 VOLT	
	1240	DUAL 100 AMP	
	7525	1400CCA BATTERIES	
	6715	FRONT PUSH BLOCK	
	6810	REAR MOUNT RIPPER	
	5510	AUTO SHIFT	
	5710	TRANS GUARD	
	4317	FIRESTONE TIRES	
	7820	NO FRONT FENDERS	
	2605	ENGLISH	
	2525	TRIMBLE GRADE CONTROL BASE	
	2775	NO TOPCON SYSTEM	
	2919	MAST MOUNT	

TRADE #1	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:
TRADE #2	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:

WARRANTY	TYPE	MONTHS	HOURS
	FULL	60	5000

Preventive Maintenance

PM	MONTHS	HOURS

Machine Sale Price	**$256,000**
Rental Interest	$0
Down Payment	$0
TRADE IN + PAYOFF (if applicable)	$0
SUB TOTAL	$256,000
DOCUMENT FEES	$545
TOTAL Without Tax	**$256,545**
Applicable Tax/Insurance	**$586**
Total	**$257,131**

Financing Options:

Retail Note			*1000 HPY Lease*		*1500 HPY Lease*	
Annual Retail Rate	*Term*	*Monthly Note*	*Monthly Lease Pmt*	*Residual*	*Monthly Lease Pmt*	*Residual*
	12					

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, D5K 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.

CHARLIE COTTEN
Print Name & Title Above

Charlie Cotten
Signature

1-19-2018
Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

SALES QUOTATION

DOGGETT

Salesperson: Charlie Cotton
Cell: 409-273-2913
E-mail: charlie.cotten@doggett.com

4355 West Cardinal Drive
Beaumont, TX 77705
Main Line: (409) 842-1754
Fax Line: (713) 674-0305

Customer: Jefferson County Purchasing Dept
Contact: Jamey West
Phone:
PO#
Date: 01/19/18

Make: John Deere
Model: 650K
Stock #: 00000
Serial #: Factory
Expires: 02/18/18

Year: 2018 **Dozer** **Hours: 2**

Quantity	Code	Description	Retail Price
	02JOT	650K CRAWLER DOZER	$147,000
	170C	JDLINK CELLULAR 5 YR	
	940	JOHN DEERE POWER TECH PWS 4.5L	
	1075	LGP 7 ROLLER	
	2575	NO TOPCON GRADE CONTROL	
	2605	ENGLISH OPERATOR	
	2775	NO TOPCON RADIO	
	3520	AUTO REVERSING FAN	
	4690	EXTENDED LIFE SC2 28" SHOES	
	4830	FRT,CENTER AND REAR TRK GUIDES	
	5085	CAB WITH AC AND HEAT	
	5885	AIR SEAT FABRIC	
	7085	128" BLADE	
	7725	HYD CONTROL VALVE	
	7925	PUMP FOR USE WITH WINCH	
	8010		

TRADE #1	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:	**Machine Sale Price**	$147,000
TRADE #2	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:	*Rental Interest*	$0
		Down Payment	$0
		TRADE IN + PAYOFF (if applicable)	$0
WARRANTY	TYPE: FULL / MONTHS: 60 / HOURS: 4000	*SUB TOTAL*	$147,000
		DOCUMENT FEES	$545
Preventive Maintenance		**TOTAL Without Tax**	$147,545
PM	MONTHS: / HOURS:	**Applicable Tax/Insurance**	$337
		Total	$147,882

Financing Options:

Retail Note			*1000 HPY Lease*		*1500 HPY Lease*	
Annual Retail Rate	*Term*	*Monthly Note*	*Monthly Lease Pmt*	*Residual*	*Monthly Lease Pmt*	*Residual*

SALES QUOTATION

DOGGETT

Salesperson: Charlie Cotton
Cell: 409-273-2913
E-mail: charlie.cotten@doggett.com

4355 West Cardinal Drive
Beaumont, TX 77705
Main Line: (409) 842-1754
Fax Line: (713) 674-0305

Customer:	Jefferson County Purchasing Dept	**Make:**	John Deere
Contact:	Jamey West	**Model:**	650K
Phone:		**Stock #:**	00000
PO#		**Serial #:**	Factory
Date:	01/19/18	**Expires:**	02/18/18

Year: 2018 **Dozer** **Hours: 2**

Quantity	Code	Description	Retail Price
	02JOT	650K CRAWLER DOZER	$147,000
	170C	JDLINK CELLULAR 5 YR	
	940	JOHN DEERE POWER TECH PWS 4.5L	
	1075	LGP 7 ROLLER	
	2575	NO TOPCON GRADE CONTROL	
	2605	ENGLISH OPERATOR	
	2775	NO TOPCON RADIO	
	3520	AUTO REVERSING FAN	
	4690	EXTENDED LIFE SC2 28" SHOES	
	4830	FRT,CENTER AND REAR TRK GUIDES	
	5085	CAB WITH AC AND HEAT	
	5885	AIR SEAT FABRIC	
	7085	128" BLADE	
	7725	HYD CONTROL VALVE	
	7925	PUMP FOR USE WITH WINCH	
	8010		

TRADE #1	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:	*Machine Sale Price*	$147,000
		Rental Interest	$0
TRADE #2	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:	*Down Payment*	$0
		TRADE IN + PAYOFF (if applicable)	$0
WARRANTY	TYPE: FULL / MONTHS: 60 / HOURS: 4000	*SUB TOTAL*	$147,000
		DOCUMENT FEES	$545
Preventive Maintenance		TOTAL Without Tax	$147,545
PM	MONTHS: / HOURS:	Applicable Tax/Insurance	$337
		Total	$147,882

Financing Options:

Retail Note			*1000 HPY Lease*		*1500 HPY Lease*	
Annual Retail Rate	*Term*	*Monthly Note*	*Monthly Lease Pmt*	*Residual*	*Monthly Lease Pmt*	*Residual*

APPENDIX D

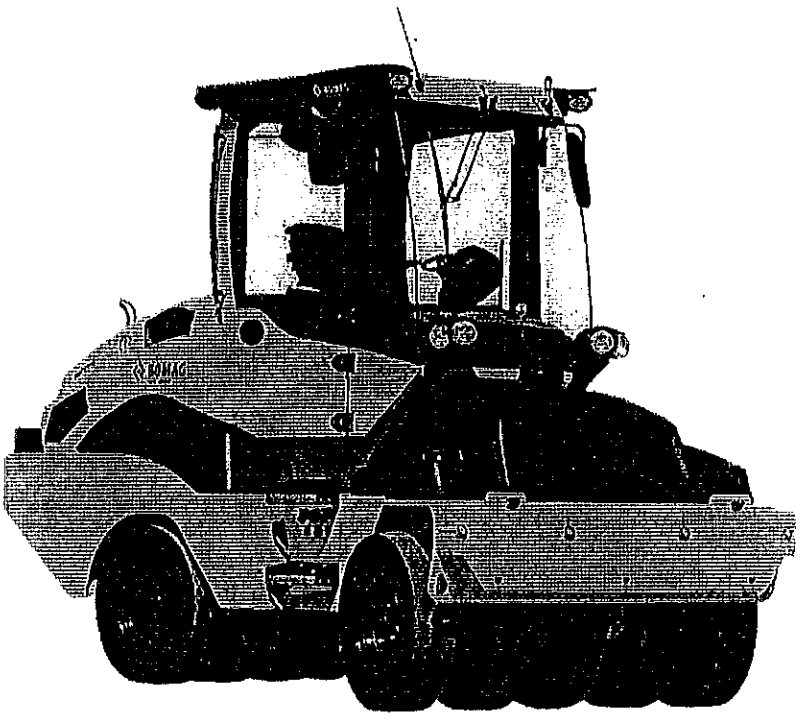
Technical Specifications: Pneumatic Roller

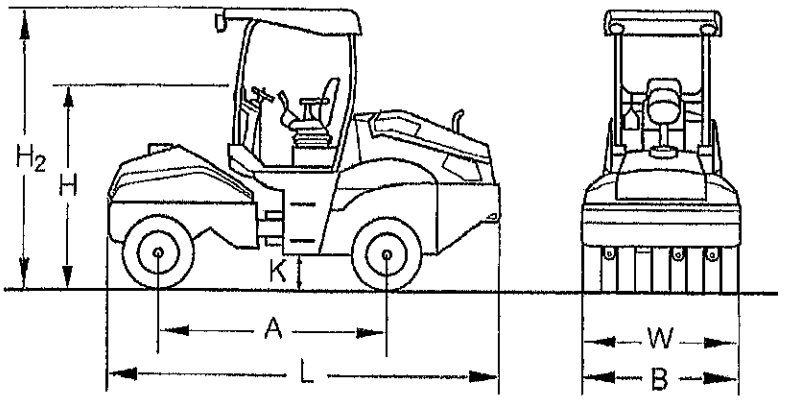
BOMAG
FAYAT GROUP

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	without ROPS	with ROPS
BW 11 RH-5	20.865	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
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.

CHARLIE COTTEN
Print Name & Title Above

Charlie Cotten
Signature

1-19-2018
Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

SALES QUOTATION

DOGGETT

Salesperson: Charlie Cotton
Cell: 409-273-2913
E-mail: charlie.cotten@doggett.com

4355 West Cardinal Drive
Beaumont, TX 77705
Main Line: (409) 842-1754
Fax Line: (713) 674-0305

Customer:	Jefferson County Purchasing Department	**Make:**	DYNAPAC
Contact:	jamey west	**Model:**	CP1200
Phone:		**Stock#:**	00000
PO#		**Serial#:**	00000
Date:	01/22/18	**Expires:**	02/21/18

Year: 2018 **ROLLER** **Hours: 1**

Quantity	Code	Description	Retail Price
		DUAL SCRAPERS & COCOMATS	$74,900
		TACHOMETER	
		AIR CLEAN IDICTATOR	
		BACK UP ALARM	
		OTANI TIRES 7.50 X 15, 14 PLY	
		CUMMINS ENGINE QSB 3.3 T4 99 HP	
		EMERGENCY STOP	
		HOUR METER	
		FUEL GAGE	
		4 WORK LIGHTS	
		HORN	
		INTERLOCK	
		IGNITION KEY	
		PROGRESS MIRRORS	
		LOCKABLE INSTRUMENT PANEL	
		PARKING BRAKE	
		PRESSURIZED WATER SYSTEM	
		RUBBER MOUNTED OPERATION PLATFORM	
		SLIDING AND SWIELING SEAT, SEAT BELT	
		TOWING EYELET, FRONT AND REAR	
		BEACON LIGHT	
		WARNING LIGHT, BRAKES CHARGING	
		WARNING LIGHT, ENGINE OIL PRESSURE	
		WARNING LIGHT, ENGINE TEMPERATURE	
		WARNING LIGHT LOW FUEL LEVEL	
		WATER RESERVOIR STANDARD	
		LIFTING EYELET	

TRADE #1	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:	*Machine Sale Price*	$74,900
		Rental Interest	$0
TRADE #2	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:	*Down Payment*	$0
		TRADE IN + PAYOFF (if applicable)	$0
WARRANTY	TYPE / MONTHS / HOURS	*SUB TOTAL*	$74,900
	36 / 3500	*DOCUMENT FEES*	$0
Preventive Maintenance		TOTAL Without Tax	$74,900
PM	MONTHS / HOURS	Applicable Tax/Insurance	$172
		Total	$75,072

Financing Options:

Retail Note			*1000 HPY Lease*		*1500 HPY Lease*	
Annual Retail Rate	*Term*	*Monthly Note*	*Monthly Lease Pmt*	*Residual*	*Monthly Lease Pmt*	*Residual*

SALES QUOTATION

DOGGETT

Salesperson: Charlie Cotton
Cell: 409-273-2913
E-mail: charlie.cotten@doggett.com

4355 West Cardinal Drive
Beaumont, TX 77705
Main Line: (409) 842-1754
Fax Line: (713) 674-0305

Customer:	Jefferson County Purchasing Department	**Make:**	DYNAPAC
Contact:	Jamey west	**Model:**	CP1200
Phone:		**Stock #:**	00000
PO#		**Serial #:**	00000
Date:	01/22/18	**Expires:**	02/21/18

Year: 2018 **ROLLER** **Hours: 1**

Quantity	Code	Description	Retail Price
		DUAL SCRAPERS & COCOMATS	$74,900
		TACHOMETER	
		AIR CLEAN IDICTATOR	
		BACK UP ALARM	
		OTANI TIRES 7.50 X 15, 14 PLY	
		CUMMINS ENGINE QSB 3.3 T4 99 HP	
		EMERGENCY STOP	
		HOUR METER	
		FUEL GAGE	
		4 WORK LIGHTS	
		HORN	
		INTERLOCK	
		IGNITION KEY	
		PROGRESS MIRRORS	
		LOCKABLE INSTRUMENT PANEL	
		PARKING BRAKE	
		PRESSURIZED WATER SYSTEM	
		RUBBER MOUNTED OPERATION PLATFORM	
		SLIDING AND SWIELING SEAT, SEAT BELT	
		TOWING EYELET, FRONT AND REAR	
		BEACON LIGHT	
		WARNING LIGHT, BRAKES CHARGING	
		WARNING LIGHT, ENGINE OIL PRESSURE	
		WARNING LIGHT, ENGINE TEMPERATURE	
		WARNING LIGHT LOW FUEL LEVEL	
		WATER RESERVOIR STANDARD	
		LIFTING EYELET	

TRADE #1	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:	*Machine Sale Price*	$74,900
		Rental Interest	$0
TRADE #2	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:	*Down Payment*	$0
		TRADE IN + PAYOFF (if applicable)	$0
WARRANTY	TYPE / MONTHS: 36 / HOURS: 3500	*SUB TOTAL*	$74,900
		DOCUMENT FEES	$0
Preventive Maintenance		TOTAL Without Tax	$74,900
PM	MONTHS / HOURS	Applicable Tax/Insurance	$172
		Total	$75,072

Financing Options:

Retail Note			*1000 HPY Lease*		*1500 HPY Lease*	
Annual Retail Rate	*Term*	*Monthly Note*	*Monthly Lease Pmt*	*Residual*	*Monthly Lease Pmt*	*Residual*

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	6,900 cm³	
Hydraulic System		
Main Pump: Displacement	74 cm³/rev	
System Pressure: Work	264.93 kgf/cm²	
Boom Speed - Up (Loaded)	6 s (±0.5 s)	
Boom Speed - Down	3.5 s (±0.4 s)	
Bucket Speed - Dump	1.2 s (±0.3 s)	
Main Pump: Max. Flow Rate (each)	40.95 gal/min	
Main Pump: Quantity	1	
Main Pump: Main Relief Pressure	250 bar	
Total Cycle Time	10.7 s (±0.3 s)	
Undercarriage		
Tire Size	20.5-R25 (L3)	
Tread Width	6' 4"	
Travel System/Drive Mechanism		
Travel performance: Gradeability	30° @ 58 %	
Travelingperformance: Max. Tractive Effort	24,692 lb	
Weights		
Operating Weight	27,381 lb	28,296 lb
Dimensions		
Bucket Capacity	2.3 m³	2.3 m³
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.

CHARLIE COTTEN
Print Name & Title Above

Charlie Cotten
Signature

1-19-2018
Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

SALES QUOTATION

DOGGETT

Salesperson: charlie Cotton
Cell: 409-273-2913
E-mail: charlie.cotten @doggett.com

4355 West Cardinal Drive
Beaumont, TX 77705
Main Line: (409) 842-1754
Fax Line: (713) 674-0305

Customer: Jefferson County DD# | **Make:** JD
Contact: Jason | **Model:** 544K
Phone: | **Stock #:** FACTORY
PO#: | **Serial #:**
Date: 01/19/18 | **Expires:** 02/18/18

Year: 2018 — **LOADER** — **Hours: 3**

Quantity	Code	Description	Retail Price
	818	JOHN DEERE 544K-11 GROUP	$175,800
	924	JONH DEERE ENGINE	
	1010	STANDARD LOADER	
	1110	5 SPEED TRANSMISSION	
	1211	100 AMP FT4	
	1310	BLACK EXHUST	
	1410	AIR PRE CLEANER	
	1510	STANDARD FAN	
	1610	STANDARD FUEL FILTER AND WATER	
	170C	JDLINK CELLULAR 5 YEARS	
	1910	GREASED STEERING JOINTS	
	2010	STANDARD Z-BAR	
	2120	STEERING WHEEL ONLY	
	2220	AIR SEAT	
	2434	3 FUNCTION JOY STICK	
	2520	LESS RIDE CONTROL	
	2605	LABELS	
	2708	24 VOLT TO 12 VOLT 8AMP CONVERTOR	
	3406	FRONT HYD LOCKING DIFF REAR CONV	
	3120	MANUAL AXLE LOCK	
	4934	TIRES NO BRAND RADIAL	
	5530	FRONT FENDERS	
	5610	LEFT SIDE STEPS	
	7110	HALOGEN LIGHTS	
	8220	REAR BUMPER	
	8310	STANDARD MIRRORS	
	8422	QUIT CAB WITH AC	
	9709	20.5R25 1 STAR L3 RADIAL	
	8560		

TRADE #1	YEAR: 1998 MAKE: john deere MODEL: 544H DESCRIPTION: wheel loader SERIAL: 572790 HOURS: 5858	**Machine Sale Price**	**$175,800**
TRADE #2	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:	*Rental Interest*	$0
		Down Payment	$0
		TRADE IN + PAYOFF (if applicable)	$20,000
WARRANTY	TYPE: FULL — MONTHS: 36 — HOURS: 5000	*SUB TOTAL*	$155,800
		DOCUMENT FEES	$545
Preventive Maintenance		**TOTAL Without Tax**	**$156,345**
PM	MONTHS: 0 — HOURS: 0	**Applicable Tax/Insurance**	**$403**
		Total	**$156,748**

Financing Options:

Retail Note			*1000 HPY Lease*		*1500 HPY Lease*	
Annual Retail Rate	*Term*	*Monthly Note*	*Monthly Lease Pmt*	*Residual*	*Monthly Lease Pmt*	*Residual*
3.50%		#VALUE!				

SALES QUOTATION

Salesperson: charlie Cotton
Cell: 409-273-2913
E-mail: charlie.cotten @doggett.com

DOGGETT

4355 West Cardinal Drive
Beaumont, TX 77705
Main Line: (409) 842-1754
Fax Line: (713) 674-0305

Customer: jefferson county DD#
Contact: jason
Phone:
PO#
Date: 01/19/18

Make: JD
Model: 544K
Stock #: FACTORY
Serial #:
Expires: 02/18/18

Year: 2018 **LOADER** **Hours: 3**

Quantity	Code	Description	Retail Price
	818	JOHN DEERE 544K-11 GROUP	$175,800
	924	JONH DEERE ENGINE	
	1010	STANDARD LOADER	
	1110	5 SPEED TRANSMISSION	
	1211	100 AMP FT4	
	1310	BLACK EXHUST	
	1410	AIR PRE CLEANER	
	1510	STANDARD FAN	
	1610	STANDARD FUEL FILTER AND WATER	
	170C	JDLINK CELLULAR 5 YEARS	
	1910	GREASED STEERING JOINTS	
	2010	STANDARD Z-BAR	
	2120	STEERING WHEEL ONLY	
	2220	AIR SEAT	
	2434	3 FUNCTION JOY STICK	
	2520	LESS RIDE CONTROL	
	2605	LABELS	
	2708	24 VOLT TO 12 VOLT 8AMP CONVERTOR	
	3406	FRONT HYD LOCKING DIFF REAR CONV	
	3120	MANUAL AXLE LOCK	
	4934	TIRES NO BRAND RADIAL	
	5530	FRONT FENDERS	
	5610	LEFT SIDE STEPS	
	7110	HALOGEN LIGHTS	
	8220	REAR BUMPER	
	8310	STANDARD MIRRORS	
	8422	QUIT CAB WITH AC	
	9709	20.5R25 1 STAR L3 RADIAL	
	8560		

TRADE #1	YEAR: 1998 MAKE: john deere MODEL: 544H DESCRIPTION: wheel loader SERIAL: 572790 HOURS: 5858
TRADE #2	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:

WARRANTY	TYPE	MONTHS	HOURS
	FULL	36	5000

Preventive Maintenance

PM	MONTHS	HOURS
	0	0

Machine Sale Price	$175,800
Rental Interest	$0
Down Payment	$0
TRADE IN + PAYOFF (if applicable)	$20,000
SUB TOTAL	$155,800
DOCUMENT FEES	$545
TOTAL Without Tax	$156,345
Applicable Tax/Insurance	$403
Total	$156,748

Financing Options:

Retail Note

Annual Retail Rate	Term	Monthly Note
3.50%	[redacted]	#VALUE!

1000 HPY Lease

Monthly Lease Pmt	Residual

1500 HPY Lease

Monthly Lease Pmt	Residual

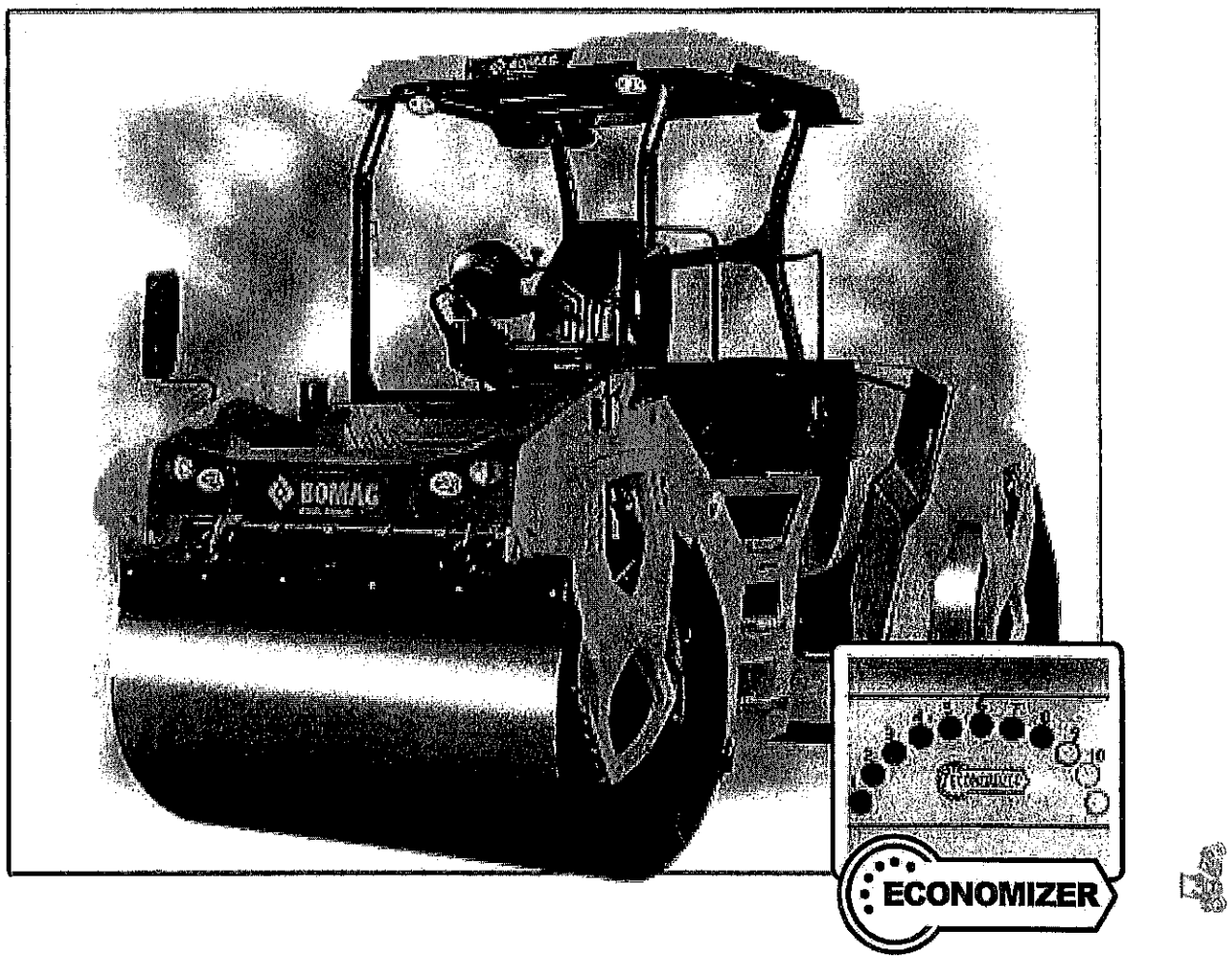
APPENDIX F

Technical Specifications: Vibratory Tandem Roller

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Tandem Vibratory Rollers

BW161AD-5 HF, BW190AD-5 HF

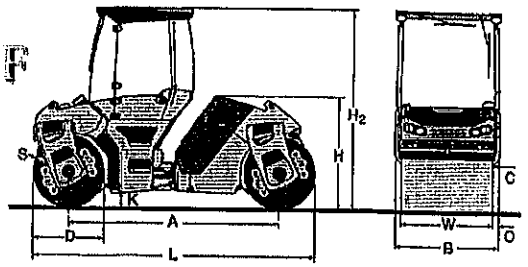


KEY FEATURES	
• 2 Amplitudes / 2 Frequencies	• Visible sightlines to drum edge
• Kubota Tier 4i engine	• Open operator's platform
• ECOMODE	• 180 degree swivel operator's seat
• ECONOMIZER option	• Crab walk option

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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		BOMAG BW161AD-5 HF	BOMAG BW190AD-5 HF
Weights			
Operating weight with ROPS	lb (kg)	21600 (9800)	26120 (11850)
Operating weight with cab	lb (kg)	22045 (10000)	26560 (12050)
Drive			
Engine manufacturer		Kubota	Kubota
Type		V3800 CR-TI	V3800 CR-TI
Emission stage		Tier 4i	Tier 4i
Cooling		water	water
Number of cylinders		4	4
Performance ISO 14396	hp (kW)	114 (85)	114 (85)
Speed	rpm	2600	2600
Electric equipment	V	12	12
Brakes			
Service brake		hydrost.	hydrost.
Parking brake		multi disc	multi disc
Steering			
Steering system		oscil. artic.	oscil. artic.
Track radius, inner	in (mm)	192.1 (4900)	186.8 (4745)
Lateral displacement right/left (crab steer option)	in (mm)	6.7 (170)	6.7 (170)s
Exciter system			
Vibrating drum		front + rear	front + rear
Automatic vibration shut off		standard	standard
Frequency	vpm (Hz)	3000/4200 (50/70)	3000/4200 (50/70)
Amplitude	in (mm)	0.023/0.010 (0.6/0.26)	0.036/0.013 (0.91/0.33)
Centrifugal force	lb (kN)	22706/19109 (101/85)	39791/27876 (177/124)
Capacities			
Fuel	g (l)	38.3 (145)	38.3 (145)
Water	g (l)	198.1 (750)	198.1 (750)

Technical modifications reserved. Machines may be shown with options.

www.bomag.com/us

BOMAG
FAYAT GROUP

[redacted]

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.

CHARLIE COTTEN ACCOUNT MANAGER
Print Name & Title Above

Charlie Cotten
Signature

1-23-2018
Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

SALES QUOTATION

DOGGETT

Salesperson: CHARLIE COTTON
Cell: 409-273-2913
E-mail: CHARLIE.COTTEN@DOGGETT.COM

4355 West Cardinal Drive
Beaumont, TX 77705
Main Line: (409) 842-1754
Fax Line: (713) 674-0305

Customer:	JEFFERSON COUNTY PURCHASING DEPT	**Make:**	DYNAPAC
Contact:	JAMEY WEST	**Model:**	CC4200VI
Phone:		**Stock #:**	00000
PO#		**Serial #:**	00000
Date:	01/19/18	**Expires:**	02/18/18

Year: 2018 **ROLLER** **Hours: 1**

Quantity	Code	Description	Retail Price
		WATER CONTROL	$127,250
		VIBRATION BOTH DRUMS	
		AIR CLEAN INDICATOR	
		BACK UP ALARM	
		DRUM 68 X 51 X0.7 9 (1730 X 1300 X 18MM	
		CUMMINS ENGINE QSB 4.5 T4, 125 HP	
		EMERGENCY STOP	
		FREQUENCY 4020 VPM	
		FUEL GAUGE, HORN, HOUR METER	
		4 WORK LIGHTS	
		AUTOMATIC WATER CONTROL (AWC)	
		HYDRAULIC PRESSURE CHECKPOINTS	
		IGNITION KEY INTERLOCK	
		AUTOMATIC VIBRATION CONTROL (AVC)	
		LOCKABLE INSTRUMENT PANEL	
		PARKING BRAKE	
		PRESSURIZED SPRINKLER SYSTEM	
		RUBBER MOUNTED OPERATION PLATFORM	
		SLIDING AND SWIELING SEAT, SEAT BELT	
		TOWING EYELET, FRONT AND REAR	
		VIBRATION BOTH DRUMS	
		WARNING LIGHT, BRAKES,CHARGING	
		WARNING LIGHT ENGINE OIL PRESSURE	
		WARNING LIGHT ENGINE TEMPERATURE	
		WARNING LIGHT LOW FUEL LEVEL	
		WATER RESERVOIR STANDARD	
		SPRING LOADED SCRAPERS	
		BEACON LIGHT, SPRINKLER TIMER	
		ASPHALT TEMPERATURE SENSORS	
		DYN@LINK ADVANCED SUBSCRIPTION	
		3YRS	
		ASPHALT TEMPERATURE SENSORS	

TRADE #1	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:			**Machine Sale Price**	**$127,250**
TRADE #2	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:			*Rental Interest*	$0
				Down Payment	$0
WARRANTY	**TYPE**	**MONTHS**	**HOURS**	*TRADE IN + PAYOFF (if applicable)*	$0
	FULL	36	3500	*SUB TOTAL*	$127,250
				DOCUMENT FEES	$0
Preventive Maintenance				**TOTAL Without Tax**	**$127,250**
PM	**MONTHS**	**HOURS**		**Applicable Tax/Insurance**	**$12,688**
				Total	**$139,938**

Financing Options:

Retail Note			*1000 HPY Lease*		*1500 HPY Lease*	
Annual Retail Rate	*Term*	*Monthly Note*	*Monthly Lease Pmt*	*Residual*	*Monthly Lease Pmt*	*Residual*
	[redacted]					

SALES QUOTATION

Salesperson: CHARLIE COTTON
Cell: 409-273-2913
E-mail: CHARLIE.COTTEN@DOGGETT.COM

DOGGETT

4355 West Cardinal Drive
Beaumont, TX 77705
Main Line: (409) 842-1754
Fax Line: (713) 674-0305

Customer:	JEFFERSON COUNTY PURCHASING DEPT	Make:	DYNAPAC
Contact:	JAMEY WEST	Model:	CC4200VT
Phone:		Stock #:	00000
PO#:		Serial #:	00000
Date:	01/19/18	Expires:	02/18/18

Year: 2018 **ROLLER** **Hours: 1**

Quantity	Code	Description	Retail Price
		WATER CONTROL	$127,250
		VIBRATION BOTH DRUMS	
		AIR CLEAN INDICATOR	
		BACK UP ALARM	
		DRUM 68 X 51 X0.7 9 (1730 X 1300 X 18MM	
		CUMMINS ENGINE QSB 4.5 T4, 125 HP	
		EMERGENCY STOP	
		FREQUENCY 4020 VPM	
		FUEL GAUGE, HORN, HOUR METER	
		4 WORK LIGHTS	
		AUTOMATIC WATER CONTROL (AWC)	
		HYDRAULIC PRESSURE CHECKPOINTS	
		IGNITION KEY INTERLOCK	
		AUTOMATIC VIBRATION CONTROL (AVC)	
		LOCKABLE INSTRUMENT PANEL	
		PARKING BRAKE	
		PRESSURIZED SPRINKLER SYSTEM	
		RUBBER MOUNTED OPERATION PLATFORM	
		SLIDING AND SWIELING SEAT, SEAT BELT	
		TOWING EYELET, FRONT AND REAR	
		VIBRATION BOTH DRUMS	
		WARNING LIGHT, BRAKES,CHARGING	
		WARNING LIGHT ENGINE OIL PRESSURE	
		WARNING LIGHT ENGINE TEMPERATURE	
		WARNING LIGHT LOW FUEL LEVEL	
		WATER RESERVOIR STANDARD	
		SPRING LOADED SCRAPERS	
		BEACON LIGHT, SPRINKLER TIMER	
		ASPHALT TEMPERATURE SENSORS	
		DYN@LINK ADVANCED SUBSCRIPTION	
		3YRS	
		ASPHALT TEMPERATURE SENSORS	

TRADE #1	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:			Machine Sale Price	$127,250
TRADE #2	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:			*Rental Interest*	$0
				Down Payment	$0
WARRANTY	TYPE	MONTHS	HOURS	*TRADE IN + PAYOFF (if applicable)*	$0
	FULL	36	3500	*SUB TOTAL*	$127,250
Preventive Maintenance				*DOCUMENT FEES*	$0
PM	MONTHS	HOURS		TOTAL Without Tax	$127,250
				Applicable Tax/Insurance	$12,688
				Total	$139,938

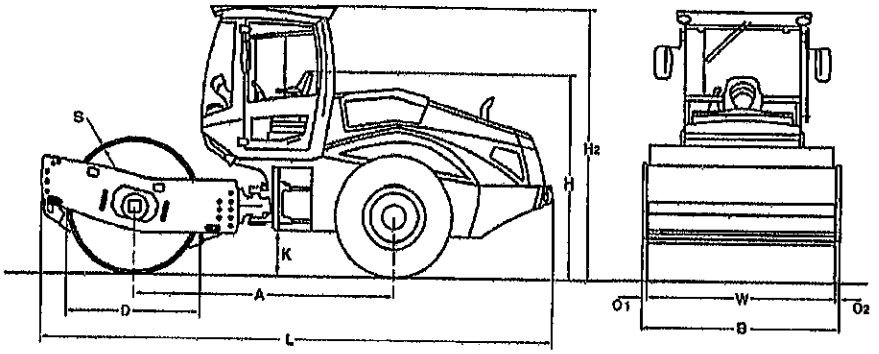
Financing Options:

Retail Note *1000 HPY Lease* *1500 HPY Lease*

Annual Retail Rate	*Term*	*Monthly Note*	*Monthly Lease Pmt*	*Residual*	*Monthly Lease Pmt*	*Residual*

APPENDIX G

Technical Specifications: Single Drum Padfoot Roller



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	without ROPS	with ROPS
BW 211 D-5	39,405	52,112
BW 211 PD-5	39,405	52,112

Machine type	Compaction output (cub.yd/h)			
	Rock fill	Gravel, sand	Mixed soil	Silt, clay
BW 211 D-5	523.2-1046.4	353.1-706.3	287.7-575.5	143.9-287.7
BW 211 PD-5	523.2-1046.4	353.1-706.3	287.7-575.5	209.3-418.5

Machine type	Compacted layer thickness (in)			
	Rock fill	Gravel, sand	Mixed soil	Silt, clay
BW 211 D-5	27.6	19.7	15.7	7.9
BW 211 PD-5	27.6	19.7	15.7	9.8

Technical Data		BOMAG BW 211 D-5	BOMAG BW 211 PD-5
Weights			
Grosswelght	lb	28,418	28,109
Operating weight CECE w. ROPS-cabin	lb	23,369	26,676
Axle load, drum CECE	lb	12,500	15,807
Axle load, wheels CECE	lb	10,869	10,869
Static linear load CECE	lb/in	149.1	
Dimensions			
Working width	in	83.9	83.9
Track radius, inner	in	144.9	144.9
Driving Characteristics			
Speed (1)	mph	0- 3.1	0- 3.1
Speed (2)	mph	0- 3.7	0- 3.7
Speed (3)	mph	0- 5.0	0- 5.0
Speed (4)	mph	0- 6.8	0- 6.8
Max. gradeability without/with vibr.	%	51/48	54/51
Drive			
Engine manufacturer		Deutz	Deutz
Type		TCD 3.6 L4	TCD 3.6 L4
Emission stage		4/4	4/4
Cooling		Liquid	Liquid
Number of cylinders		4	4
Performance ISO 3046	hp	127.4	127.4
Performance SAE J 1995	hp	128.0	128.0
Speed	min-1	2,000	2,000
Fuel		diesel	diesel
Electric equipment	V	12	12
Drive system		hydrost.	hydrost.
Drum driven		standard	standard
Drums and Tyres			
Number of pad feet			150
Area of one pad foot	sq.in		21.2
Height of pad feet	in		3.9
Tyre size		23.1-26 12PR	23.1-26 12PR
Brakes			
Service brake		hydrost.	hydrost.
Parking brake		hydromec.	hydromec.
Steering			
Steering system		oscil.artic.	oscil.artic.
Steering method		hydrost.	hydrost.
Steering / oscillating angle +/-	deg	35/12.0	35/12.0
Exciter system			
Drive system		hydrost.	hydrost.
Frequency	vpm	1,800/2,040	1,800/2,040
Amplitude	in	0.077/0.039	0.067/0.035
Centrifugal force	lb	53,954/36,520	64,071/43,613
Centrifugal force	t	24.6/16.1	29.1/19.8
Capacities			
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.

CHARLIE COTTEN ACCOUNT MANAGER

Print Name & Title Above

1-19-2018

Date

Charlie Cotten

Signature

List additional features (not listed within this appendix) for the piece of equipment being bid below:

SALES QUOTATION

Salesperson: Charlie Cotton
Cell: 409-273-2913
E-mail: charlie.cotten@doggett.com

DOGGETT

4355 West Cardinal Drive
Beaumont, TX 77705
Main Line: (409) 842-1754
Fax Line: (713) 674-0305

Customer: Jefferson County Purchasing Department
Contact: Jamey west
Phone:
PO#
Date: 01/19/18

Make: DYNAPAC
Model: CA2500 PD
Stock#: 00000
Serial#: 00000
Expires: 02/18/18

Year: 2018 **ROLLER** **Hours: 1**

Quantity	Code	Description	Retail Price
		BACK UP	$124,150
		HYDRULIC PRESSURE CHECKPOINTS	
		BRAKE RELEASE	
		ENGINE-CUMMINS QSB 3.8 T4F 130 HP	
		DRUM 84" X 59" X 1"	
		MAIN BATTERY DISCONNECT	
		EMERGENCY STOP	
		FREQUENCY 2040 VPM	
		FUEL GAGE	
		HORN HOUR METER	
		SWIVEL SEAT	
		NOMINAL AMPLITUDE 0.071/0.035	
		CENTRIFUGAL FORCE 59.210/29,230 LB	
		STATIC LINEAR LOAD-146LBS/IN	
		FUEL TANK 72 GAL	
		ELECTRONIC THROTTLE CONTROL	
		PARKING BRAKE	
		LOCKABLE HOOD	
		RUBBER NOUNTED OPERATION PLATFORM	
		SEAT BELT	
		ROPS INCLUDING SEAT BELT	
		TIRES 23.1-26 AW,8 PLY	
		WARNING LIGHT BRAKES	
		WARNING CHARGING	
		WARNING LIGHT ENGINE OIL PRESSURE	
		WARNING LIGHT ENGINE TEMP	
		WARNING LIGHT LOW FUEL LEVEL	
		INTERLOCK	
		IGNITION KEY	
		WORK LIGHTS BEACON LIGHT	
		TRACTION CONTROL	
		LED LIGHTS	
		DYN@LINK ADVANCED 3 YR SUP	

TRADE #1	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:	Machine Sale Price	$124,150
		Rental Interest	$0
TRADE #2	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:	Down Payment	$0
		TRADE IN + PAYOFF (If applicable)	$0
WARRANTY	TYPE / MONTHS / HOURS	SUB TOTAL	$124,150
	36 / 3500	DOCUMENT FEES	$0
Preventive Maintenance		TOTAL Without Tax	$124,150
PM	MONTHS / HOURS	Applicable Tax/Insurance	$284
	0 / 0	Total	$124,434

Financing Options:

Retail Note

Annual Retail Rate	Term	Monthly Note	1000 HPY Lease Monthly Lease Pmt	1000 HPY Lease Residual	1500 HPY Lease Monthly Lease Pmt	1500 HPY Lease Residual
0.00%	12	$10,369.54		#NAME?		#NAME?
0.00%	24	$5,184.77		#NAME?		#NAME?
0.00%	36	$3,456.51		#NAME?		#NAME?
1.90%	48	$2,694.19		#NAME?		#NAME?
2.90%	60	$2,230.40		#NAME?		#NAME?
3.50%	72	$1,918.58				

SALES QUOTATION

DOGGETT

Salesperson: Charlie Cotton
Cell: 409-273-2913
E-mail: charlie.cotten@doggett.com

4355 West Cardinal Drive
Beaumont, TX 77705
Main Line: (409) 842-1754
Fax Line: (713) 674-0305

Customer:	Jefferson County Purchasing Department	**Make:**	DYNAPAC
Contact:	jamey west	**Model:**	CA2500 PD
Phone:		**Stock #:**	00000
PO#		**Serial #:**	00000
Date:	01/19/18	**Expires:**	02/18/18

Year: 2018 **ROLLER** **Hours: 1**

Quantity	Code	Description	Retail Price
		BACK UP	$124,150
		HYDRULIC PRESSURE CHECKPOINTS	
		BRAKE RELEASE	
		ENGINE-CUMMINS QSB 3.8 T4F 130 HP	
		DRUM 84" X 59" X 1"	
		MAIN BATTERY DISCONNECT	
		EMERGENCY STOP	
		FREQUENCY 2040 VPM	
		FUEL GAGE	
		HORN HOUR METER	
		SWIVEL SEAT	
		NOMINAL AMPLITUDE 0.071/0.035	
		CENTRIFUGAL FORCE 59,210/29,230 LB	
		STATIC LINEAR LOAD-146LBS/IN	
		FUEL TANK 72 GAL	
		ELECTRONIC THROTTLE CONTROL	
		PARKING BRAKE	
		LOCKABLE HOOD	
		RUBBER NOUNTED OPERATION PLATFORM	
		SEAT BELT	
		ROPS INCLUDING SEAT BELT	
		TIRES 23.1-26 AW,8 PLY	
		WARNING LIGHT BRAKES	
		WARNING CHARGING	
		WARNING LIGHT ENGINE OIL PRESSURE	
		WARNING LIGHT ENGINE TEMP	
		WARNING LIGHT LOW FUEL LEVEL	
		INTERLOCK	
		IGNITION KEY	
		WORK LIGHTS BEACON LIGHT	
		TRACTION CONTROL	
		LED LIGHTS	
		DYN@LINK ADVANCED 3 YR SUP	

TRADE #1	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:
TRADE #2	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:

WARRANTY	TYPE	MONTHS	HOURS
		36	3500

Preventive Maintenance

PM	MONTHS	HOURS
	0	0

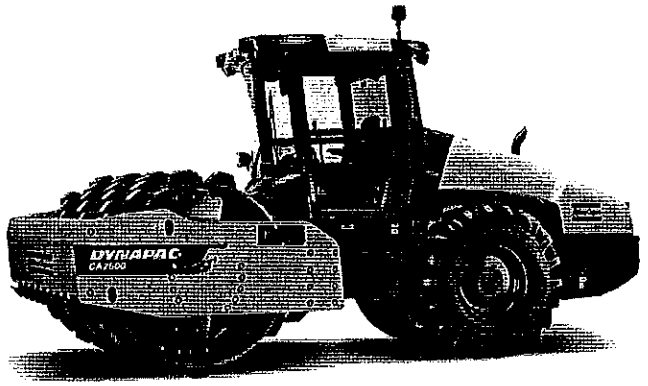
Machine Sale Price	**$124,150**
Rental Interest	$0
Down Payment	$0
TRADE IN + PAYOFF (If applicable)	$0
SUB TOTAL	$124,150
DOCUMENT FEES	$0
TOTAL Without Tax	**$124,150**
Applicable Tax/Insurance	**$284**
Total	**$124,434**

Financing Options:

Retail Note			*1000 HPY Lease*		*1500 HPY Lease*	
Annual Retail Rate	*Term*	*Monthly Note*	*Monthly Lease Pmt*	*Residual*	*Monthly Lease Pmt*	*Residual*
0.00%	12	$10,369.54		#NAME?		#NAME?
0.00%	24	$5,184.77		#NAME?		#NAME?
0.00%	36	$3,456.51		#NAME?		#NAME?
1.90%	48	$2,694.19		#NAME?		#NAME?
2.90%	60	$2,230.40		#NAME?		#NAME?
3.50%	72	$1,918.58				

Dynapac CA2500PD

Single drum vibratory rollers



Technical data

Masses

Operating mass (incl. ROPS)	11000 kg
Operating mass (incl. Cab)	11200 kg
Module mass (front/rear)	6500 kg/4700 kg
Max. operating mass	11850 kg

Dimensions

Drum width	2130 mm

Traction

Speed range (Dual/TC/AS)	0-8 km/h
Tyre size (8 ply)	23.1 x 26 TR
Theor. gradeability	67 %
Vertical oscillation	±9°
Number of pads	130
Pad area	146 cm²
Pad height	102 mm

Compaction

Nominal amplitude (high/low)	2.0 mm/1.1 mm
Vibration frequency (high/low amplitude)	30 Hz/30 Hz
Centrifugal force (high/low amplitude)	260 kN/150 kN

Engine

Manufacturer/Model	Cummins QSF3.8 (IV/4final)
Type	Water cooled turbo Diesel
Rated power, SAE J1995	89 kW (120 hp) @ 2200 rpm
Fuel tank capacity	272 l
DEF tank capacity	20 l

Engine

Manufacturer/Model	Cummins QSB4.5 (IIIA/3)
Type	Water cooled turbo Diesel
Rated power, SAE J1995	97 kW (130 hp) @ 2200 rpm

Hydraulic system

Driving	Hydrostatic
Vibration	Hydrostatic
Steering	Hydrostatic
Service brake	Hydrostatic in forward and reverse lever
Parking/ Emergency brake	Failsafe multidisc brake in drum gear box and in rear axle

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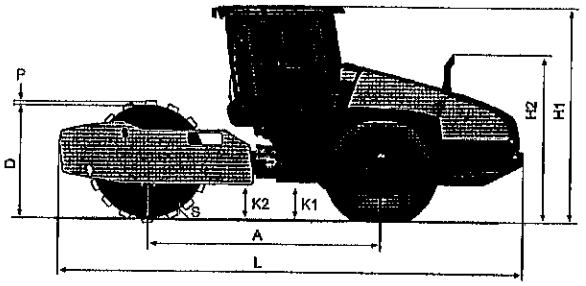
We reserve the right to change specifications without notice. Photos and illustrations do not always show standard versions of machines.
The above information is a general description only, all informations are supplied without liability.

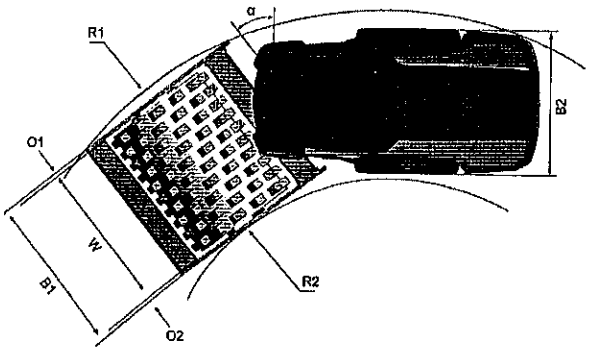
Dynapac CA2500PD

Single drum vibratory rollers

Atlas Copco

Technical data





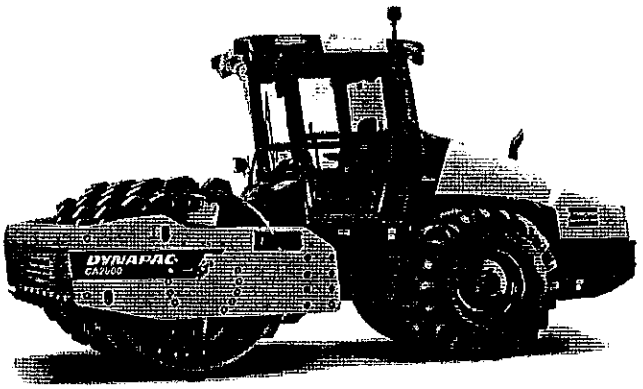
Dimensions	
A. Wheelbase	2990 mm
B1. Width, front	2300 mm
B2. Width, rear	2130 mm
D. Drum diameter	1490 mm
H. Height, with ROPS/cab	2970 mm
H1. Height, with ROPS/cab	2970 mm
H2. Height, w/o ROPS/cab	2220 mm
K1. Ground clearance	450 mm
K2. Curb clearance	450 mm
L. Length	5990 mm
O1. Overhang, right	105 mm
O2. Overhang, left	105 mm
P. Pad height	102 mm
R1. Turning radius, outside	5450 mm
R2. Turning radius, inside	3300 mm
S. Drum shell thickness	20 mm
W. Drum width	2130 mm
α. Steering angle	±38°

We reserve the right to change specifications without notice. Photos and illustrations do not always show standard versions of machines.
The above information is a general description only, all informations are supplied without liability.

Dynapac CA2500PD

Single drum vibratory rollers

Atlas Copco



Technical data

Masses

Operating mass (incl. ROPS)	11000 kg
Operating mass (incl. Cab)	11200 kg
Module mass (front/rear)	6500 kg/4700 kg
Max. operating mass	11850 kg

Dimensions

Drum width	2130 mm

Traction

Speed range (Dual/TC/AS)	0–6 km/h
Tyre size (8 ply)	23.1 x 26 TR
Theor. gradeability	57 %
Vertical oscillation	±9°
Number of pads	130
Pad area	146 cm²
Pad height	102 mm

Compaction

Nominal amplitude (high/low)	2.0 mm/1 mm
Vibration frequency (high/low amplitude)	30 Hz/30 Hz
Centrifugal force (high/low amplitude)	260 kN/150 kN

Engine

Manufacturer/Model	Cummins QSF3.8 (IV/4final)
Type	Water cooled turbo Diesel
Rated power, SAE J1995	89 kW (120 hp) @ 2200 rpm
Fuel tank capacity	272 l
DEF tank capacity	20 l

Engine

Manufacturer/Model	Cummins QSB4.5 (IIIA/3)
Type	Water cooled turbo Diesel
Rated power, SAE J1995	97 kW (130 hp) @ 2200 rpm

Hydraulic system

Driving	Hydrostatic
Vibration	Hydrostatic
Steering	Hydrostatic
Service brake	Hydrostatic in forward and reverse lever
Parking/ Emergency brake	Failsafe multidisc brake in drum gear box and in rear axle

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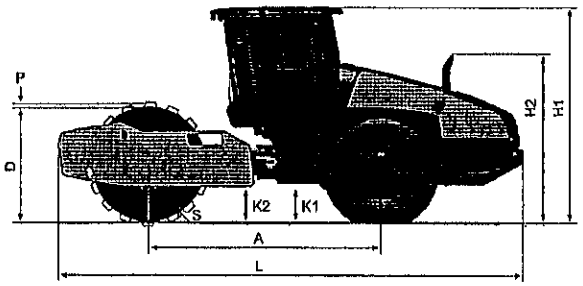
We reserve the right to change specifications without notice. Photos and illustrations do not always show standard versions of machines.
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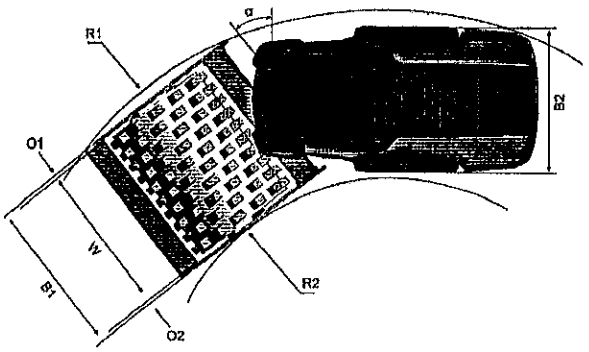
Dynapac CA2500PD

Single drum vibratory rollers

Atlas Copco

Technical data





Dimensions	
A. Wheelbase	2990 mm
B1. Width, front	2300 mm
B2. Width, rear	2130 mm
D. Drum diameter	1490 mm
H. Height, with ROPS/cab	2970 mm
H1. Height, with ROPS/cab	2970 mm
H2. Height, w/o ROPS/cab	2220 mm
K1. Ground clearance	450 mm
K2. Curb clearance	450 mm
L. Length	6990 mm
O1. Overhang, right	105 mm
O2. Overhang, left	105 mm
P. Pad height	102 mm
R1. Turning radius, outside	5450 mm
R2. Turning radius, inside	3300 mm
S. Drum shell thickness	20 mm
W. Drum width	2130 mm
α. Steering angle	±38°

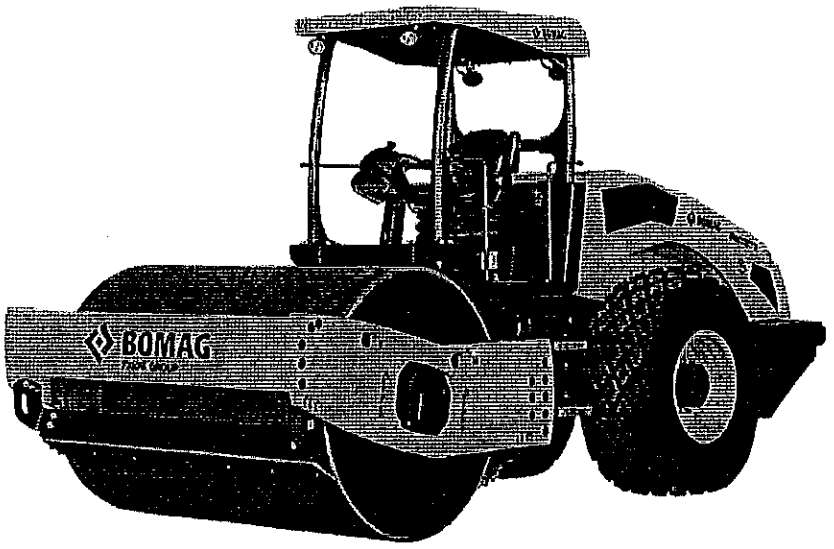
We reserve the right to change specifications without notice. Photos and illustrations do not always show standard versions of machines.
The above information is a general description only, all informations are supplied without liability.

BOMAG
FAYAT GROUP

TECHNICAL DATA

SINGLE DRUM ROLLERS

BW 211 D-5, BW 211 PD-5



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.

CHARLIE COTTEN ACCOUNT MANAGER

Print Name & Title Above

1-23-2018

Date

Charlie Cotten

Signature

List additional features (not listed within this appendix) for the piece of equipment being bid below:

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:

_____
_____
_____
_____
_____
_____
_____

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 8 (B). : Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX H) & the bid specifications.

_____
Print Name & Title Above

_____ _____
Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

_____
_____
_____
_____
_____
_____

APPENDIX I

Technical Specifications: Tractor

JOHN DEERE 5065E Utility Tractor OOS 4WD

Code	Description	Qty
1746LV	5065E Utility Tractor	1
	Standard Options - Per Unit	
0202	United States	1
0409	English Operator's Manual and Decal Kit	1
1381	12F/12R PowrReverser Transmission - 540/540E (PR)	1
1799	Less Loader Prep Package	1
2000	Open Operator Station	1
3420	Dual Mid Valves with Joystick Control	1
5185	16.9-28 In. 6PR R1 Bias	1
6040	Mechanical Front Wheel Drive (MFWD)	1
6101	9.5-24 In. 6PR R1 Bias	1

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 9: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX I) & the bid specifications.

_____
Print Name & Title Above

_____ _____
Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

_____
_____
_____
_____
_____
_____
_____

APPENDIX J

Technical Specifications: Tractor with Side Mower

2017 JOHN DEERE 5085E Utility Tractor Cab 4WD

Code	Description	Qty
696BLV	5085E UTILITY TRACTOR	1
	Standard Options - Per Unit	
696BLV0409	5E FT4 PR ENGLISH OM	1
696BLV1381	5E FT4 12/12 TRANSMISSION	1
696BLV2050	5E FT4 CAB STD	1
696BLV2110	MECHANICAL SUSPENSION SEAT	1
696BLV3025	EXHAUST CORNER POST CAB	1
696BLV3320	DUAL REAR SCV	1
696BLV3420	DUAL MID SCV	1
696BLV5121	16.9-30 6PR R1	1
696BLV6040	FRONT AXLE MFWD	1
696BLV6111	11.2-24 6PR R1	1

Side Mower Specifications

Tractor Model	5075E/5100E
Pick One	CAB
Pick One	4WD
Tire Sizes	12.4 24/ 18.4 30

Qty.	Item #	Description			
1	04950005	Versa Extreme Svc Arm			
1	02964876	60" Rot. head w/chains			
1		Mount Kit - 5085E/5100E Cab			
1	02963045	Mounting Svc. and Oil			

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

APPENDIX I

Technical Specifications: Tractor

JOHN DEERE 5065E Utility Tractor OOS 4WD

Code	Description	Qty
1746LV	5065E Utility Tractor	1
	Standard Options - Per Unit	
0202	United States	1
0409	English Operator's Manual and Decal Kit	1
1381	12F/12R PowrReverser Transmission - 540/540E (PR)	1
1799	Less Loader Prep Package	1
2000	Open Operator Station	1
3420	Dual Mid Valves with Joystick Control	1
5185	16.9-28 In. 6PR R1 Bias	1
6040	Mechanical Front Wheel Drive (MFWD)	1
6101	9.5-24 In. 6PR R1 Bias	1

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 9: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX I) & the bid specifications.

_____
Print Name & Title Above

_____ _____
Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

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APPENDIX J

Technical Specifications: Tractor with Side Mower

2017 JOHN DEERE 5085E Utility Tractor Cab 4WD

Code	Description	Qty
696BLV	5085E UTILITY TRACTOR	1
	Standard Options - Per Unit	
696BLV0409	5E FT4 PR ENGLISH OM	1
696BLV1381	5E FT4 12/12 TRANSMISSION	1
696BLV2050	5E FT4 CAB STD	1
696BLV2110	MECHANICAL SUSPENSION SEAT	1
696BLV3025	EXHAUST CORNER POST CAB	1
696BLV3320	DUAL REAR SCV	1
696BLV3420	DUAL MID SCV	1
696BLV5121	16.9-30 6PR R1	1
696BLV6040	FRONT AXLE MFWD	1
696BLV6111	11.2-24 6PR R1	1

Side Mower
Specifications

Tractor Model	5075E/5100E
Pick One	CAB
Pick One	4WD
Tire Sizes	12.4 24/ 18.4 30

Qty.	Item #	Description			
1	04950005	Versa Extreme Svc Arm			
1	02964876	60" Rot. head w/chains			
1		Mount Kit - 5085E/5100E Cab			
1	02963045	Mounting Svc. and Oil			

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

APPENDIX K

Technical Specifications: Pneumatic Tire Forklift

Yale
People. Products. Productivity.



MODEL: GP050VX

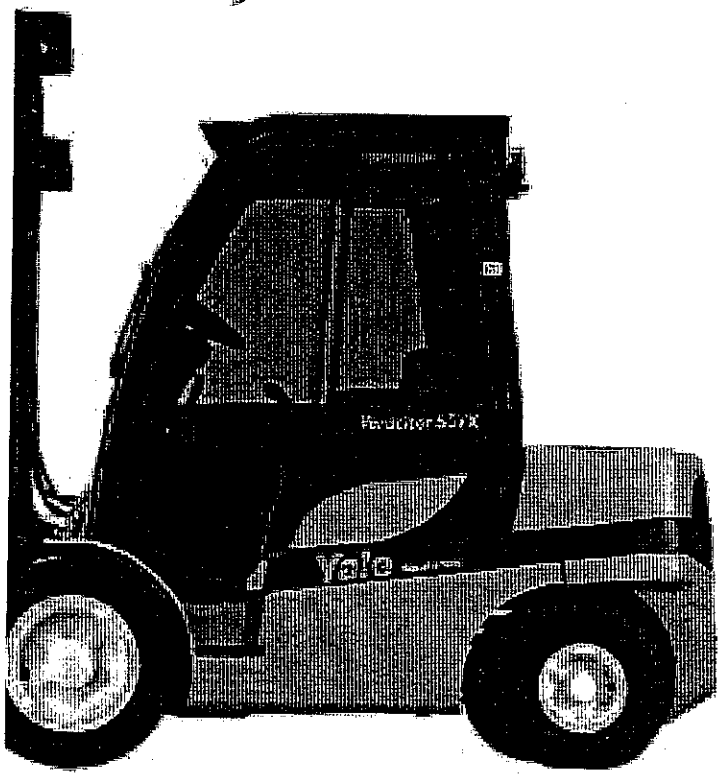
All trucks shown with optional equipment. Please refer to quotation specifications

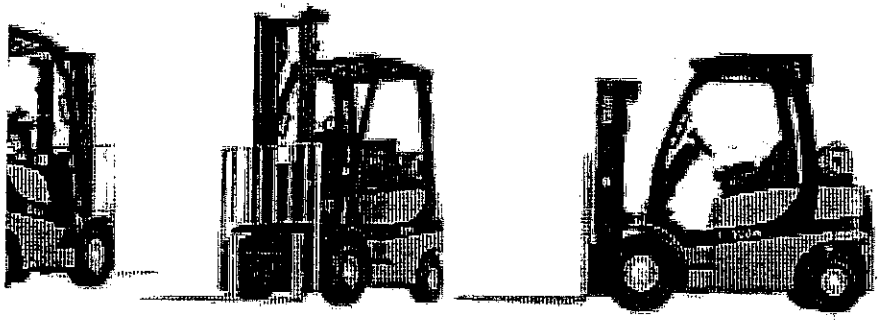
Included Items	Description
Model	Yale Veracitor Pneumatic Tire Forklift Model GP050VX: Nominal 5000 lb. capacity at 24" load center. Veracitor trucks feature Industrial Grade Critical Components that maximize productive value and economic life of the lift truck. Rugged powertrains and cooling systems 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.

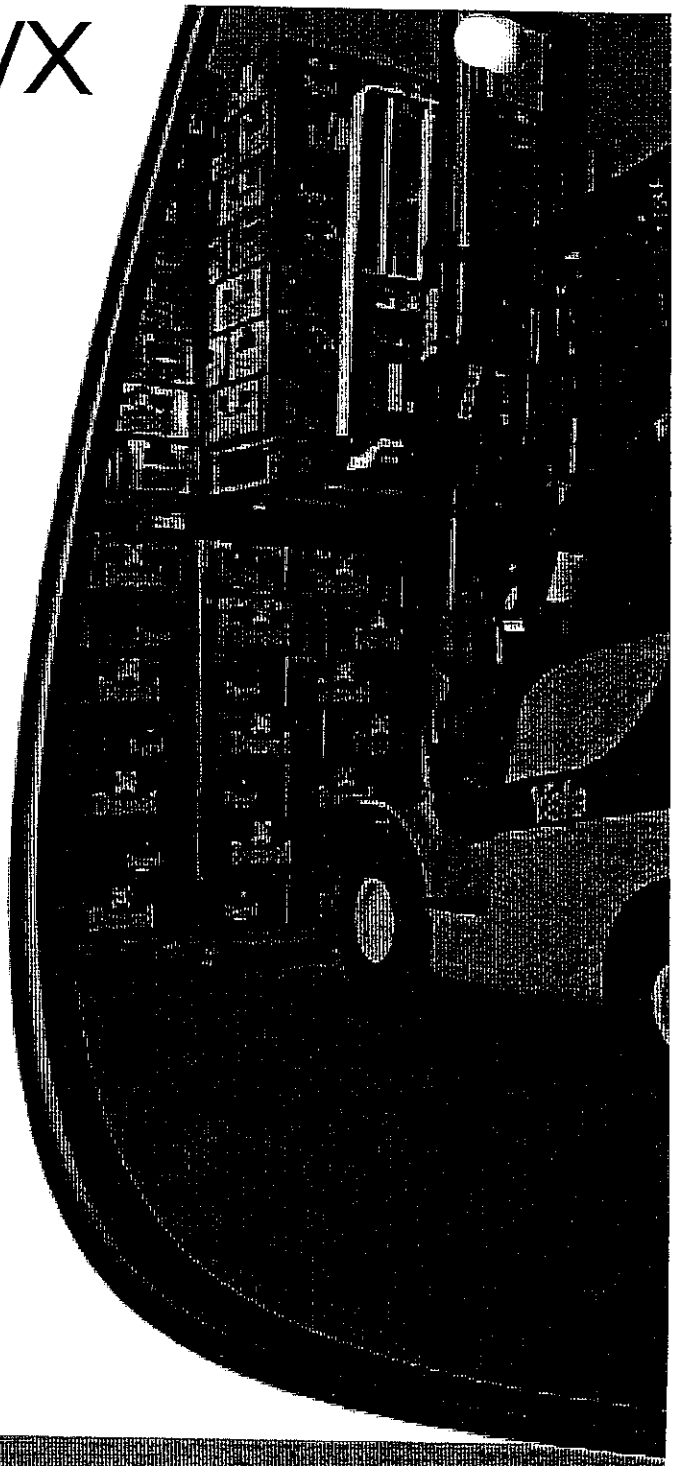
People. Products. Productivity.

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

GP-VX







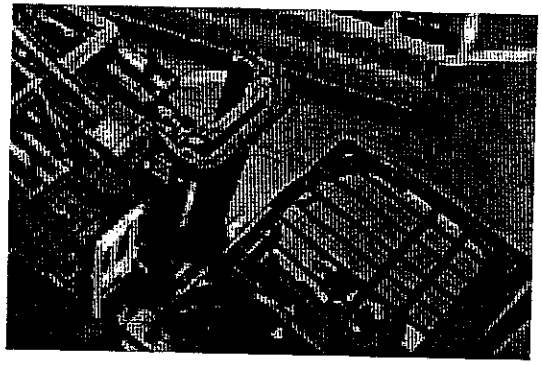
ur own ISO 9001:2000 Registered Facilities

e Design, Co—rehensive Testing, Highest Quality, Advanced
ng.



All trucks shown with optional equipment

From these origins
to our customers. True to
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ernal combustion engine
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to be among the most dependable trucks in the i stry 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 power-train protection system and enhanced monitoring increases long-term durability.

The Veracitor™ VX offers reliable electronics, including **sealed connectors**, allowing the entire truck to be pressure washed. Hall Effect sensors and switches in the key switch and direction lever have solid-state components that are magnetically operated and are 100% sealed from the environment.

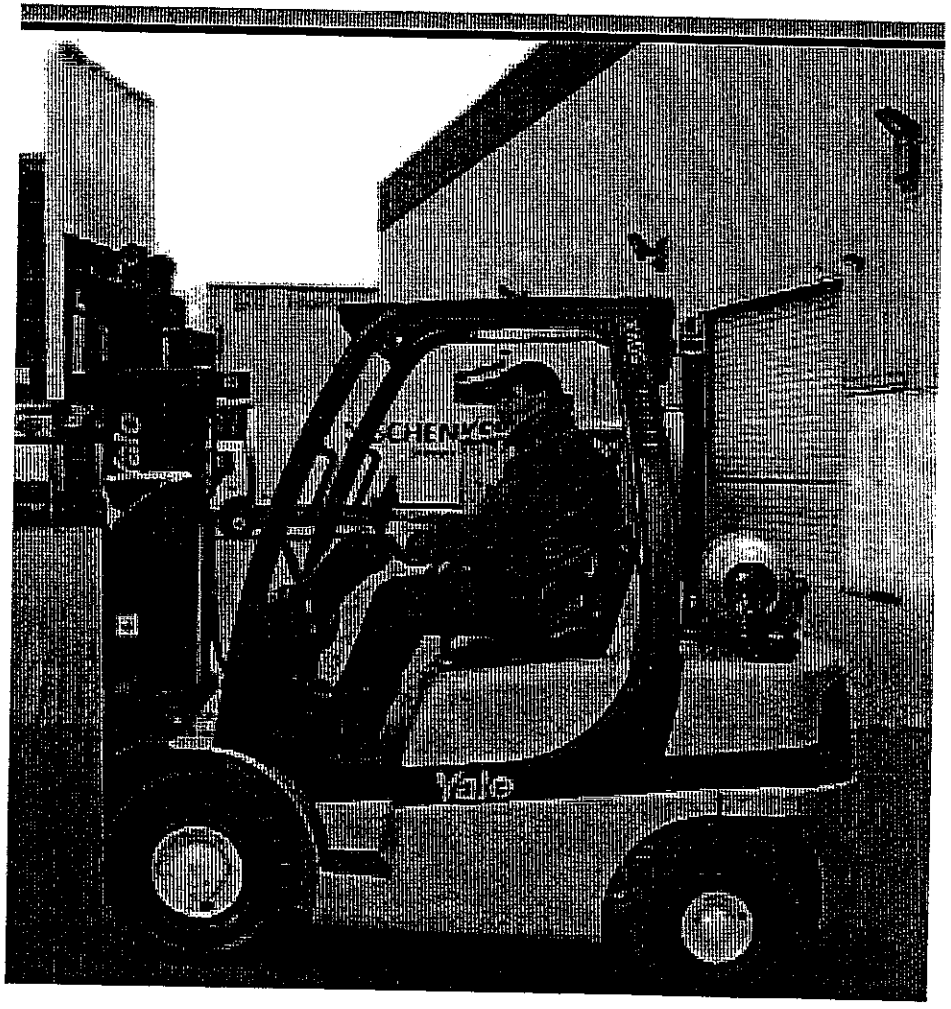
The **innovative cooling system** design on the Veracitor™ VX trucks enables dramatically lower operating temperatures than competitive models. The system offers excellent airflow through optimized ducting and high-volume tunnels allowing our trucks to run significantly cooler and longer. Radiators are 100% shock-mounted for long life. The optional "Combi-Cooler" radiator has a three-row aluminum core radiator and a three-row externally mounted heavy-duty transmission oil cooler for tough applications.



O-ring face seals on all high pressure hydraulic connections eliminate pipe fittings and the need for thread sealants creating leak-free joints. A superior filtration system increases the life span of all hydraulic components.

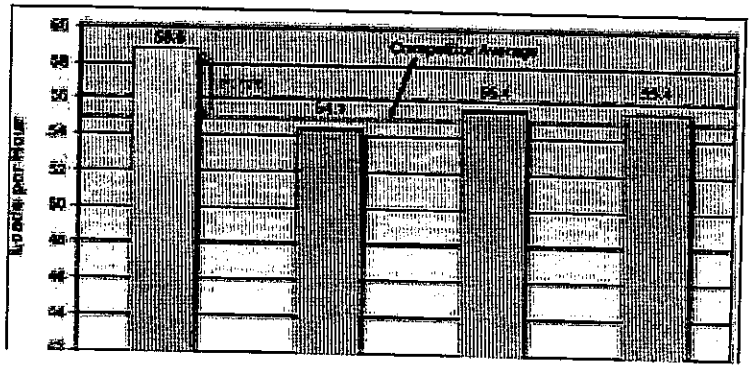
The Yale Veracitor™ Series offers the most reliable, **most comprehensi** Yale dealers provide off-the-shelf availability of maintenance and repair p years of truck operation. If one of these parts is not available from deale to your dealer location (U.S. 48 contiguous states only) within 24 hou

duced operat… vertime expense and additional savings with



All trucks shown with optional equipment

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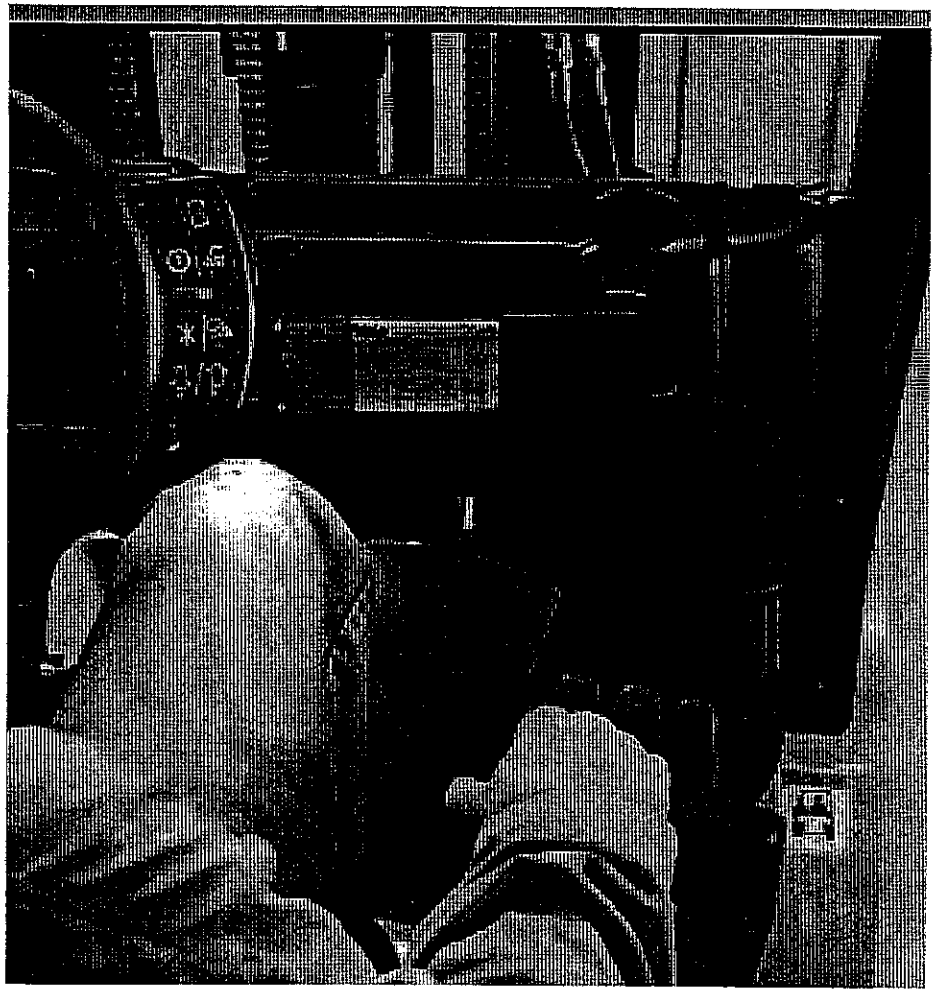
state-of-the art features and industry leading pov The **Yale VX Value truck** provides excellent performance for standard and medium-duty applications and is optimized for the lowest hourly cost of operation. **The Yale VX truck** offers first-rate performance for standard-duty applications and is geared 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.

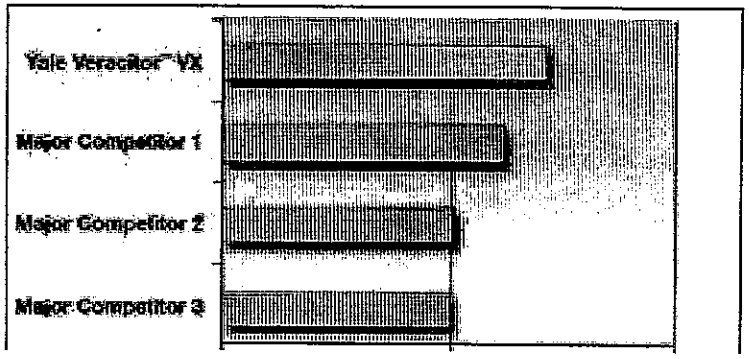
roughout a sh Excellent operator visibility is afforded through the



All trucks shown with optional equipment

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optimally placed on the rear overhead guard leg. 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.

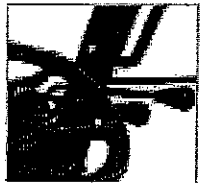
A low step height provides easy entry and exit. The standard, cowl-mounted manual hydraulic levers also allow easy access for right-side entry/exit. Yale's overhead guard design also offers plenty of headroom.

The **Auto Deceleration System** (standard on the Yale Techtronix transmissions) reduces brake pedal usage, and therefore operator leg fatigue.

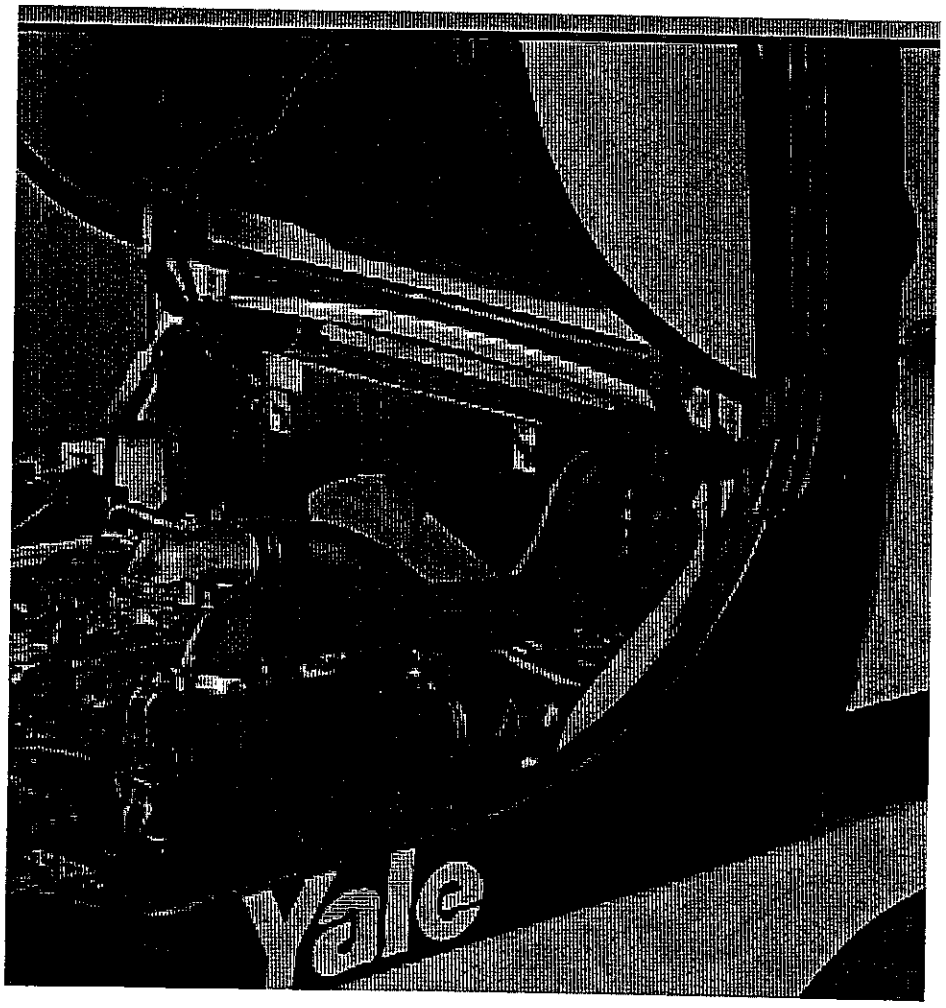
The **optional EZ-Tank Bracket™** is an added feature on the standard swing-out bracket. The LP tank swings out and drops down approximately 60 degrees for virtually effortless removal and installation.

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.



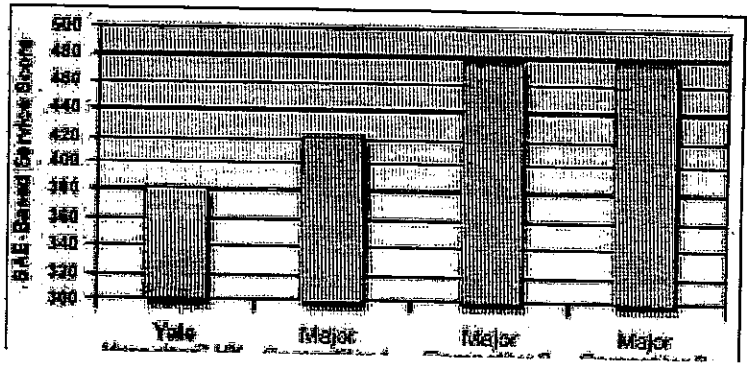


y, these truck[illegible]ere designed with service details in mind. The cowl-to-
ast, easy and [illegible]nvenient. It's the new standard in truck serviceability.



All trucks shown with optional equipment

citor™ VX
ceability rat-
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wer score



piece hood that opens 85 degrees. Coupled wit[illegible] 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.

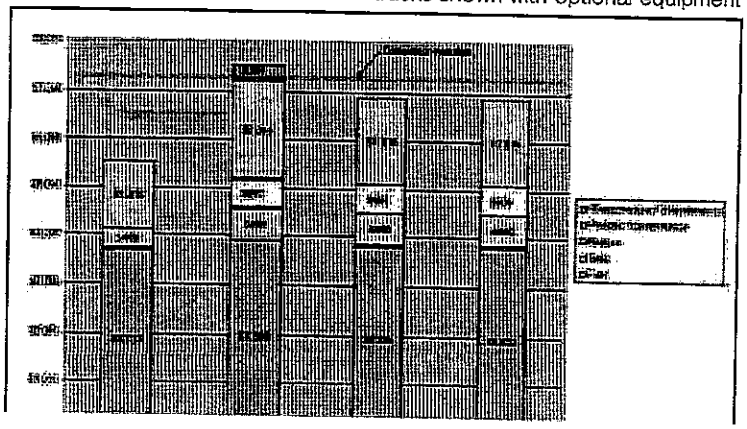
Yale has **reduced regular service requirements** on the Veracitor™ VX Series truck. Automatic electronic inching eliminates the need for periodic adjustment. The Auto Deceleration System feature on the Techtronix transmissions reduces brake usage, leading to decreased brake maintenance and pad replacement. 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.

engineers focused on cost savings with additional engine and ceability and unparalleled dependability.



All trucks shown with optional equipment

fuel and
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r™ VX
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decreased the **cost to operate** these trucks through 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.



oductivity	VX Value	VX
ıds moved per hour	minimize cost per hour	economical purchase price
ariable	variable	clean/dry
requent	minimal	none
achment usage	moderate	sideshift/fork positioner only

lity

configurations and options to meet your application requirements.

missions	Hydraulics	Brakes
d Electronic d Transmission nic Inching / Clutch Packs	**Manual Cowl** Easy Reach Ergonomic Design Excellent Right-Side Access	**Drum** Self-Energizing Automatically Adjusting
ronix 100 s of Standard e-speed eration System Drawbar Pull ed Rollback	**Accutouch Minilever Electro-Hydraulics** Fingertip Activation Best-in-Class Comfort Excellent Right-Side Access	**Oil Cooled Wet Disc** "Long Life" Brakes; Virtually no Maintenance Fully Sealed for Tough Environments
ix 200/200X ures of 100 ed / Two-speed Drawbar Pull Hydraulics with nching Control nse Management	**PalmTech–Joystick Electro-Hydraulics** Industry First All-in-One Control Leading-Edge Design Excellent Right-Side Access	

Dependability highlights

	VX Pr
Rugged Powertrain	
Intellix VSM (Vehicle Management System)	
100% shock-mounted radiators	
Standard serpentine core radiator	
Anti-clog, square wave radiator	
Heavy-duty, anti-clog square wave radiator	
Heavy-duty "Combi-Cooler" radiator	
CANbus electrical system	
Solid-state Hall Effect sensors - no adjustments required	
Sealed electrical connections	
Precise wire harness routings	
Sealed dash display	
Electronic horn	
O-Ring face seal hydraulic fittings	
10-micron high-performance in-tank hydraulic oil filter	
Electronically controlled transmissions	
Counterweight designed to maximize air flow – enhanced cooling	

Dependability options

Powertrain protection with engine shutdown system
Premium electronic monitoring
High air intake with precleaner
Accumulator
Keyless start (with auxiliary key switch)
LED Brake and Backup Lights
Drive lights and rear work lights with halogen bulbs
Traction Speed Limiter
FleetCare Package

Productivity highlights

Mazda 2.0L Engine	N
Mazda 2.2L Engine	N
GM 2.4L Engine	S
Yanmar 2.6L Engine	N
Yanmar 3.3L Engine	O
Standard electronic transmission with electronic inching	N
Techtronix 100 transmission	O
All the features of the standard electronic transmission	
Auto Deceleration System – smooth directional changes	
Controlled power reversal feature – reduces tire wear up to 50%	
Controlled roll back on ramps – enhances driver control	
Techtronix 200 transmission features	S
All the features of the Techtronix 100	
Auto-speed Hydraulics – superior hydraulic control	
Throttle Response Management – superior traction controllability	
Techtronix 200X transmission features	O
All the features of the Techtronix 200	
Extended drawbar pull – higher torque capabilities	
Lower 1st gear increases power and gradeability	
Higher 2nd gear enhances efficiency on long runs	
OSS (Continuous Stability Enhancement)	

	VX Productivity	VX Value	VX
its - no adjustments	Std	Std	Std
	Std	Std	Std
	Std	Std	Std
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	Std	Std	Std
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	Std	Std	N/A
	Std	Std	Std
	Std	Std	Std
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table armrest	Opt	Opt	Opt
	Opt	Opt	Opt
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	Opt	Opt	Opt

Service highlights

VX Pr

- Cowl-to-counterweight access
- Easy floorplate removal – no tools required
- On-board diagnostics with advanced dash display
- PC-based diagnostics enabling fast and accurate troubleshooting
- Daily checks located on same side of truck and color coded for quick identification
- Uncluttered layout with superb hydraulic and electrical routings
- Superior filtration system
- Intellix VSM, Vehicle Management System
- CANbus electrical system
- Robust transmission clutch packs
- Sealed electrical connectors
- O-Ring face seals on all high pressure hydraulic connections
- Hall Effect sensors and other solid state components require no adjustment

Service options

- Operator password
- Halogen bulbs utilized on drive and work lights
- Premium monitoring system
- Paper applications kit
- Powertrain protection with engine shutdown system
- LED brake and backup lights
- Vented hood
- Swing-out, drop-down EZ-Tank Bracket

Cost of Ownership highlights

- Standard serpentine core radiator
- Anti-clog, square wave radiator
- Heavy-duty, anti-clog square wave radiator
- Heavy-duty "Combi-Cooler" radiator
- Electronically controlled transmissions
- Counterweight designed to maximize air flow
- Electronic systems monitoring
- Auto Deceleration System
- Controlled power reversal
- Throttle response management

Cost of Ownership options

Powertrain protection with engine shutdown system	0
Premium monitoring package	0
High air intake with precleaner	0
Paper applications kit	0
Accumulator	0
Vented hood	0
Radiator lint screen	0
Traction speed limiter	0
Operator password	0
FleetCare package	0
Rental package	0
Operator pre-shift checklist	0

Yale®

People. Products. Productivity.™

GP-VX

VERACITOR® PNEUMATIC TIRE TRUCKS

4,000 · 5,000 lbs

Yale Veracitor® GP-VX Series
This series of trucks is available in several configurations, designed to meet and exceed your material handling application requirements. The Veracitor® forklift can be configured for maximum performance for medium to heavy duty applications with state-of-the-art features and superior power. Applications with standard and medium duty requirements can optimize the product for lowest cost of operation. Standard duty applications can enjoy excellent performance with minimal acquisition cost.

Yale Veracitor® VX Engines feature a rigid cast iron block and main bearing caps. The nodular iron crankshaft is supported with five main bearings. The Kubota LPG and Yanmar diesel engines feature cast iron cylinder head engine blocks for strength and resistance to shock. All engines feature hardened exhaust valve seats with stellite coated valves for superior durability. Ignition systems feature individual coils for each cylinder. All engines are EPA emissions compliant and feature closed loop emissions regulation systems that continually monitor exhaust and adjust fuel/air mix as necessary. The Kubota LPG engine features a long cylinder stroke for improved torque. Mazda and Kubota engines feature electronic throttle control for precise performance and consistent operation.

Fuel System
All engines are EPA emissions compliant and feature closed loop emissions regulation systems that continually monitor exhaust and adjust fuel/air mix as necessary. Yale Veracitor® VX Engines use a vaporizer/regulator to convert the fuel from a liquid to a gas, and a mixer carburetor. The Kubota LPG engine features three individual performance modes to optimize fuel economy in applications with different productivity levels. The Mazda gasoline engine uses Electronic Gasoline Injection (EGI) with a Mass Air Flow sensor input to the Engine Control Unit (ECU) to determine fueling requirements. Yanmar diesel engines use a rotary fuel injection pump to meter the proper amount of fuel to each cylinder.

Transmission
There are two transmission selections available with multiple engine configurations that will handle a wide variety of material handling applications. Both transmissions feature electronic inching (requires no adjustment), electronic shift control, neutral start switch, and anti-restart protection. A single pedal controls both inching and braking. Optional dual inch/brake pedals are available for operators who prefer this design. A 10 micron filter protects the transmission from abrasive contaminants.

The Techtronix 100 features Auto Deceleration through the controlled application of clutch packs, and also reduces tire spin by precisely regulating engine speed during controlled ramp descent.

Cooling System employs a 17" blade pusher-type fan. A high capacity, cross-flow radiator ensures rapid heat dissipation. The sealed cooling system operates at a pressure of 15 psi and includes a coolant recovery tank for visual inspection of coolant level. The transmission oil cooler is integrated into the radiator and is located in the side tank. The optional combi-cooler radiator features an externally mounted transmission oil cooler for increased heat transfer capability. All radiators are soft-mounted for excellent durability.

Drive Axle
The drive axles are designed to withstand heavy duty loads and absorb shock loads. The wheel hubs rotate on large tapered roller bearings. The drive shaft transmits torsion to the drive axle from the engine and transmission. Transmission torque occurs through an industrial hypoid ring gear and pinion differential assembly.

The drive axle is a self contained assembly that is isolated from the transmission by a heavy duty rubber isolator. The axle shafts utilize a "rolled fillet" root spline design for increased resistance to torsion stress. A magnetic sump plug is used to collect any metal particles that are circulating in the axle oil, preventing excessive component wear.

Hydraulic Brakes
Asbestos-free brake linings are bonded to steel shoes and act against cast iron drums. Single circuit master cylinder has a sealed fluid reservoir and features a fluid level sensor which activates an indicator light located on the instrument panel. Independent, hand adjustable parking brake with push-button locking has audible alarm.

(continued on back)

Gas/LP Engine Specifications

Engine	Mazda 2.2L
Cylinders	4
Camshaft	Overhead Valve
Displacement Gas	133 cu.in/2.2 liter
Displacement LP	133 cu.in/2.2 liter
Torque Gas	111 lb.ft @ 2050 RPM
Torque LP	105 lb.ft @ 1500 RPM
Horsepower Gas	50hp
Horsepower LP	48hp

LP Engine Specifications

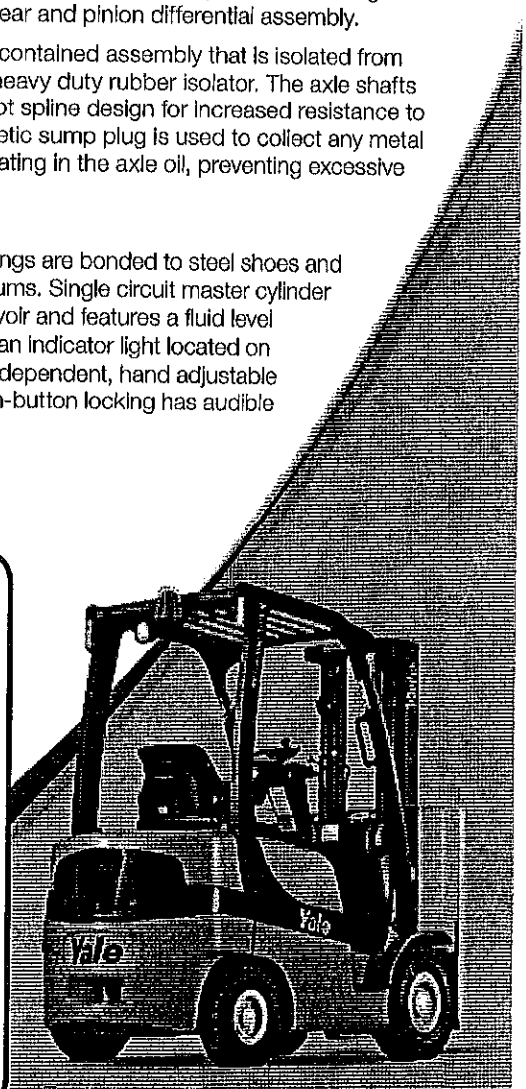
Engine	Kubota 2.5L
Cylinders	4
Camshaft	Overhead Valve
Displacement	152 cu.in/2.5 liter
Torque	131 lb.ft @ 1000 RPM
Horsepower	59 @ 2500 rpm
Air Filtration	Two stage, Dry Type
Emission Control	Closed Loop

Diesel Engine Specifications

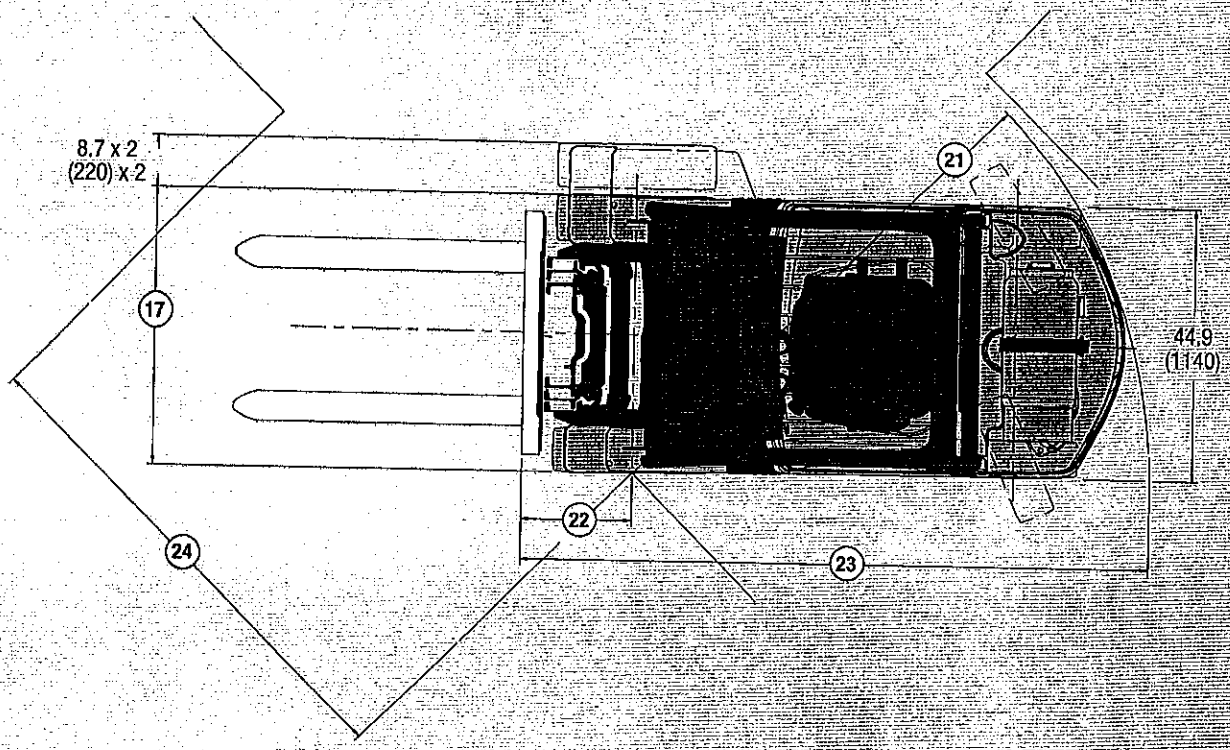
Engine	Yanmar 2.6L
Cylinders	4
Camshaft	Overhead Valve
Displacement	203 cu.in/2.6 liter
Torque	106 lb.ft @ 1400 RPM
Horsepower	46hp

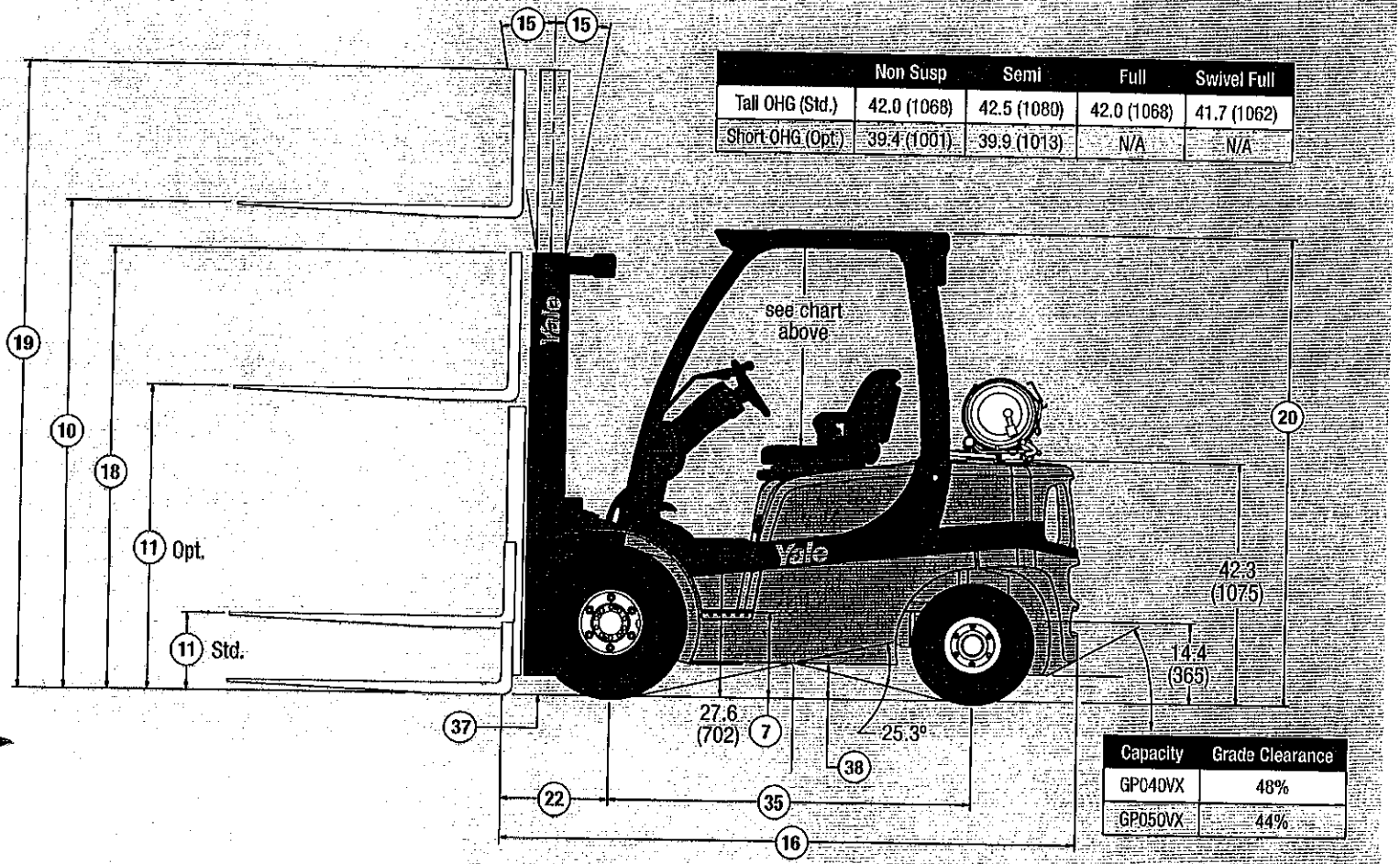
Diesel Engine Specifications

Engine	Yanmar 3.3L
Cylinders	4
Camshaft	Overhead Valve
Displacement	203 cu.in/3.3 liter
Torque	139 lb.ft @ 1700 RPM
Horsepower	58hp



Truck shown with optional equipment.





	Non Susp	Semi	Full	Swivel Full
Tall OHG (Std.)	42.0 (1068)	42.5 (1080)	42.0 (1068)	41.7 (1062)
Short OHG (Opt.)	39.4 (1001)	39.9 (1013)	N/A	N/A

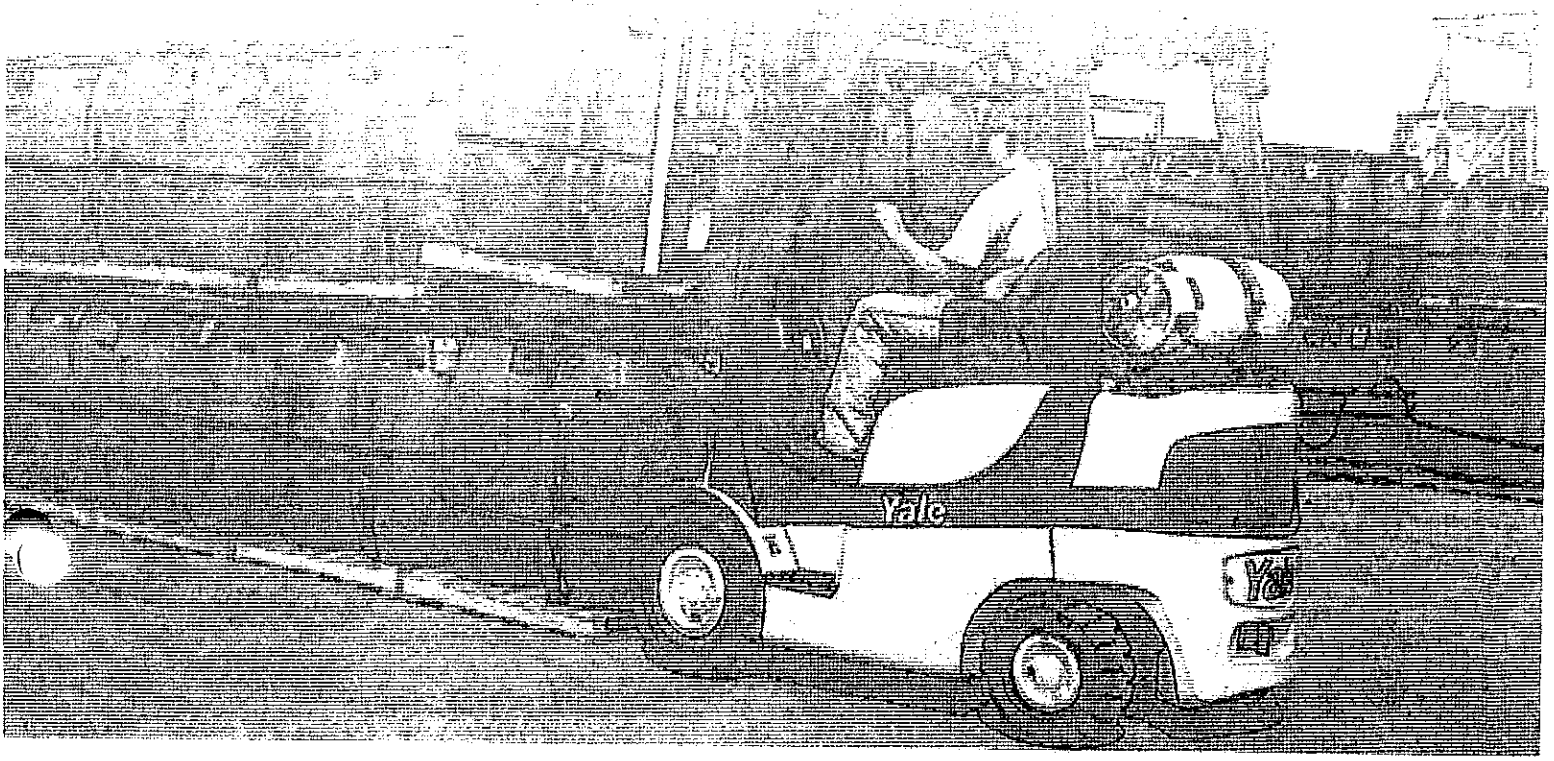
Capacity	Grade Clearance
GP040VX	48%
GP050VX	44%

GENERAL	1	Manufacturer Name		Yale			
	2	Model		GP040VX			
		Engine		Mazda 2.2L	Kubota 2.5L	Yanmar 2.6L	Yanmar 3.3L
	3	Rated Capacity	lb (kg)	4000 (1815)			
	4	Load Center, Distance	in (mm)	24.0 (610)			
	5	Power Type - LPG, Diesel		LPG / Gas	LPG	Diesel	
	6	Operator Type		Sit-Down Rider			
	7	Step Height	in (mm)	15.0 (382)			
	8	Tire Type - Cushion, Solid, Pneumatic		Pneumatic			
	9	Wheels, Number - Front/Rear		2x/2			
DIMENSIONS	10	Lift Height, Top of Fork (TOF)	in (mm)	129 (3292)			
	11	Lift Heights, Std. Limited Free Lift (LFL) w/LBR (TOF)	in (mm)	5 (140)			
		Lift Heights, Optional Full Free Lift (FFL) w/LBR (TOF)	in (mm)	61 (1565)			
	12	Standard Carriage Width	in (mm)	42.0 (1067)			
	13	Forks, Thickness x Width x Length	in (mm)	1.6 X 3.9 X 42 (40 X 100 X 1067)			
	14	Fork Spread, Outside Dimensions	in (mm)	43.3 (1099)			
	15	Mast Tilt Angles, Forward/Backward	degrees°	6F/10B			
	16	Length To Face of Forks	in (mm)	98.0 (2486)			
	17	Overall Width, Standard Tread	in (mm)	45.6 (1157)			
		Overall Width, Wide Tread	in (mm)	51.9 (1317)			
	18	Height, Standard Mast - Lowered	in (mm)	86.0 (2170)			
	19	Height, Standard Mast - Extended with LBR	in (mm)	147 (3715)			
		Height, Standard Mast - Extended without LBR	in (mm)	123 (3100)			
	20	Height, Standard Overhead Guard	in (mm)	85.0 (2160)			
		Height, Optional Overhead Guard	in (mm)	82.4 (2093)			
	21	Turning Radius, Minimum Outside (OTR)	in (mm)	84.6 (2149)			
	22	Length, Center of Wheel to Face of Forks	in (mm)	18.5 (470)			
	23	Aisle Width, Right Angle Stack (Add Length of Load)	in (mm)	103.1 (2619)			
	24	Equal Aisle, 90-Degree Intersecting Aisle	in (mm)	79.5 (1987)			
PERFORMANCE	25	Travel Speed, Powershift Transmission RL/NL	mph (km/h)	10.6/11.2 (17.1/18.0)	10.4/10.6 (16.7/17.0)	10.5/11.2 (16.9/18.0)	11.3/12.0(18.2/19.3)
	26	Lift Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	110/112 (.56/.57)	122/126 (.62/.64)	132/140 (.67/.71)	134/134 (.68/.68)
		Lift Speed, Optional 2-Stage FFL RL/NL	ft/min (m/s)	98/100 (.50/.51)	106/112 (.54/.57)	118/124 (.60/.63)	120/120 (.61/.61)
		Lift Speed, Optional 3-Stage FFL RL/NL	ft/min (m/s)	104/106 (.53/.54)	114/120 (.58/.61)	126/132 (.64/.67)	128/128 (.65/.65)
	27	Lowering Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	114/98 (.58/.50)			
		Lowering Speed, Optional 2-Stage FFL RL/NL	ft/min (m/s)	98/83 (.50/.42)			
		Lowering Speed, Optional 3-Stage FFL RL/NL	ft/min (m/s)	106/93 (.54/.47)			
	28	Maximum drawbar pull (laden/unladen)	lb (kg)	4611/2716 (2092/1232)	4843/2716 (2197/1232)	5018/2716 (2270/1232)	4767/2601 (2162/1180)	4980/2473 (2259/1122)
		Drawbar Pull, Std. Transmission @ 1 mph RL/NL	lb (kg)	3808/2716 (1727/1232)	4059/2716 (1841/1232)	4297/2716 (1949/1232)	3921/2601 (1779/1180)	4418/2473 (2004/1122)
	29	Gradeability, Std. Transmission @ 1 mph RL/NL	Percent %	31/34	33/34	33/34	33/34	40/33
WT.	31	Weight, Standard Truck (2-Stg. LFL 84/127) NL	lb (kg)	7590 (3443)			
		Weight, Standard Truck (2-Stg. LFL 84/127) RL	lb (kg)	11590 (5257)			
	32	Axle Loading, Static Front/Rear NL	lb (kg)	3887 (1763) / 3697 (1677)			
		Axle Loading, Static Front/Rear RL	lb (kg)	10550 (4785) / 1034 (469)			
TIRES & WHEELS	33	Tire Size, Front		7.00 x 12 - 12			
	34	Tire Size, Rear		6.00 x 9			
	35	Wheelbase	in (mm)	63.9 (1623)			
	37	Ground Clearance, Lowest Pt. NL (w/RL subtract 6mm)	in (mm)	5.2 (132)			
	38	Ground Clearance, Center of Wheelbase NL	in (mm)	6.3 (160)			
	39	Service Brake - Method of Control/Operation		Foot/Hydraulic			
	40	Parking Brake - Method of Control/Operation		Hand/Mechanical			
POWERTRAIN	41	Battery Type		Maintenance Free			
	42	Volts/Cold Cranking Amps	v/cca	12/475		12/770	
	43	Engine, Manufacturer/Model		Mazda 2.2L		Kubota 2.5L	Yanmar 2.6L	Yanmar 3.3L
	44	Permanent Output	hp (kw)	53 (39)	55 (41)	59 (44)	46 (34)	58 (43)
	45	Torque @ Rated RPM	ft Lbs (kg/m)	105 (15) @ 1500 RPM	111 (15) @ 2000 RPM	131 (18) @ 1000 RPM	106 (15) @ 1400 RPM	139 (19) @ 1700 RPM
	46	Number of Cylinders/Displacement	No/cc (ci)	4/2184 (133)		4/2491 (152)	4/2659 (162)	4/3319 (203)
	47	Transmission Type, Standard		Electronic Powershift			
		Standard Speeds, Forward - Reverse		1-1/N/A			
	49	Hydraulic Tank Capacity (Drain and Refill)	gal (liter)	12.1 (45.8)			
	50	Fuel Tank Capacity (Gas to Diesel Powered Units Only)	gal (liter)	13.9 (52.8)			
	51	Auxiliary Hydraulic Pressure Relief for Attachments	PSI (Mpa)	2250 (15.5)			

GENERAL	1	Manufacturer Name		Yale				
	2	Model		GP050VX				
		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				
	9	Wheels, Number - Front/Rear		2x/2				
DIMENSIONS	10	Lift Height, Top of Fork (TOF)	in (mm)	129 (3292)				
	11	Lift Heights, Std. Limited Free Lift (LFL) w/LBR (TOF)	in (mm)	5 (140)				
		Lift Heights, Optional Full Free Lift (FFL) w/LBR (TOF)	in (mm)	61 (1565)				
	12	Standard Carriage Width	in (mm)	42 (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)				
	21	Turning Radius, Minimum Outside (OTR)	in (mm)	87.2 (2216)				
	22	Length, Center of Wheel to Face of Forks	in (mm)	18.5 (470)				
	23	Aisle Width, Right Angle Stack (Add Length of Load)	in (mm)	105.7 (2686)				
	24	Equal Aisle, 90 Degree Intersecting Aisle	in (mm)	80.6 (2020)				
PERFORMANCE	25	Travel Speed, Powershift Transmission RL/NL	mph (km/h)	10.6/11.2 (17.1/18.0)		10.4/10.6 (16.7/17.0)	10.5/11.2 (16.9/18.0)	11.3/12.0(18.2/19.3)
	26	Lift Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	110/112 (.56/.57)		122/126 (.62/.64)	126/140 (.64/.71)	134/134 (.68/.68)
		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)				
	28	Maximum drawbar pull (laden/unladen)	lb (kg)	4290/2574 (1946/1168)	4508/2574 (2045/1168)	4988/2574 (2270/1168)	4359/2574 (1977/1168)	4946/2417 (2243/1096)
		Drawbar Pull, Std. Transmission @ 1 mph RL/NL	lb (kg)	3790/2574 (1719/1168)	4044/2574 (1834/1168)	4268/2574 (1936/1168)	3921/2574 (1779/1168)	4384/2417 (1989/1096)
	29	Gradeability, Std. Transmission @ 1 mph RL/NL	Percent %	27/29	29/29	33/29	28/29	34/29
WT.	31	Weight, Standard Truck (2-Stg. LFL 84/127) NL	lb (kg)	8330 (3778)				
		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)				
TIRES & WHEELS	33	Tire Size, Front		7.00 x 12 - 12				
	34	Tire Size, Rear		6.000 x 9				
	35	Wheelbase	in (mm)	63.9 (1623)				
	37	Ground Clearance, Lowest Pt. NL (w/RL subtract 6mm)	in (mm)	5.2 (132)				
	38	Ground Clearance, Center of Wheelbase NL	in (mm)	6.3 (160)				
	39	Service Brake - Method of Control/Operation		Foot/Hydraulic				
	40	Parking Brake - Method of Control/Operation		Hand/Mechanical				
POWERTRAIN	41	Battery Type		Maintenance Free				
	42	Volts/Cold Cranking Amps	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	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)
2-Stage Limited Free Lift (LFL) Mast						
86 (2170)	5 (140)	129 (3292)	178 (4515)	6°/6°	7590 (3443)	8330 (3778)
2-Stage Full Free Lift (FFL) Mast						
86 (2170)	61 (1565)	130 (3302)	179 (4525)	6°/6°	7630 (3461)	8370 (3797)
3-Stage Full Free Lift (FFL) Mast						
78 (1970)	54 (1390)	171 (4350)	220 (5570)	6°/6°	7870 (3570)	8610 (3905)
84 (2120)	60 (1540)	189 (4800)	237 (6020)	6°/6°	7950 (3606)	8690 (3942)
86 (2170)	62 (1590)	194 (4950)	243 (6170)	6°/6°	7970 (3615)	8720 (3955)
90 (2270)	66 (1690)	200 (5100)	249 (6320)	6°/6°	8020 (3638)	8760 (3973)
96 (2420)	72 (1840)	218 (5550)	267 (6770)	6°/6°	8100 (3674)	8840 (4010)

Note: GP040VX & GP050VX have standard 7.00 x 12 x 14 drive tires @ 45.6 inch (1157 mm) overall width.



(continued from cover)

Wet Disc Brakes
Optional oil-cooled wet disc brakes provide excellent stopping power with an extremely long service life. The brake cooling oil circulates within the axle to provide consistent braking performance with no fade or change in pedal effort or travel, throughout the entire shift and beyond.

Hydrostatic Power Steering provides responsive control and eliminates mechanical linkages for reduced surface shock and simplified maintenance. The steering wheel is 12 inches in diameter with a textured surface grip and spinner knob, and requires only four turns lock-to-lock. The center mounted steer cylinder is located within the confines of the steer axle for protection.

Steer Axle is constructed of cast steel and is rubber shock mounted to the frame for reduced wear and vibration. The Continuous Stability System (CSS™) enhances lateral truck stability through reduced steer axle articulation, while simultaneously allowing uncompromised travel across various surfaces.

Chassis designed by state-of-the-art finite element methods contains a rugged, unitized frame structure with a low step for simple entrance to the operator's compartment. Ergonomically designed overhead guard is bar type for excellent visibility and reduced noise.

Operator's Compartment features cowl-mounted hydraulic control levers positioned on the right side of the steering column. Optional Accutouch electro-hydraulic controls are integrated into the operator's right-side armrest allowing superior ergonomic actuation. A pedal arrangement with a large, single inch/brake pedal is standard. Tilt cylinders are located beneath the floor for uncluttered space. Rubber floor mat reduces noise and vibration. Floorplate can be removed without tools for excellent service access. Low step height and a convenient hand grip provide easy entry and exit to and from the truck.

Intellix VSM acts as a master truck controller, providing extensive monitoring and control of truck functions and systems. CANbus technology reduces wiring complexity and enables comprehensive communications between truck systems. The ergonomically positioned dash display transmits continual feedback to the operator and allows for communication of service codes. Comprehensive on-board diagnostics enable quick and easy troubleshooting. The electrical system features sealed connectors and Hall Effect sensors for superior dependability.

Hydraulic System incorporates a gear type pump, cast iron body for quiet efficiency. The system is protected from overloads by a main relief valve for the lift circuit and a secondary relief valve for tilt and auxiliary functions. Oil is double filtered through a 100 mesh suction line strainer and 10 micron return line filter. The hydraulic tank is integrated into the frame. An emergency lowering valve is provided to allow the load to be lowered in the event of power loss. O-ring face seal fittings are used in all high pressure hydraulic connections.

Masts are available in 2-stage LFL (Hi-Vis™2), 2-stage FFL (Hi-Vis™), and 3-stage FFL (Hi-Vis™2) models. Mast features flush-faced design with geometrically matched, angled load roller bearings which are canted, yet provide full-face roller contact. The mast front rail flange angle coupled with the inverted "J" inner channel and three degree mast rollers significantly reduce channel and roller wear. "J-hook" mast mounting system allows for convenient mast installation and removal. A bronze phenolic mast pivot bushing with woven reinforcement offers high load carrying capability with outstanding durability.

Options
Techtronix 100 transmission
- Auto Deceleration System
- Controlled power reversal feature
- Controlled rollback on ramps

Powertrain protection with engine shutdown system
Premium monitoring package
High air intake with precleaner
Accumulator
Keyless start (w/auxiliary key switch)
Various light packages
- Two brake/back-up high intensity LED lights
- Two front and one rear halogen or LED work lights
- Two front, one rear halogen or LED work light and two brake/tail/back-up high intensity LED lights

Traction speed limiter
Heavy duty combi-cooler radiator
Swing-out, drop-down EZ-tank bracket
Accutouch mini-lever electro-hydraulic control
Return-to-set tilt
Rear drive handle with horn button
High-visibility non-cinch seat belt with or without interlock
Polycarbonate overhead guard rain top
Swivel full-suspension seat
Foot Directional Control pedal
Extension tubes with or without quick disconnects
10° forward/6° backward tilt
Operator password
Load weight display
Impact monitor
Seatside directional control
Integral sideshifting fork positioner
Dual side view mirrors
Audible alarm - reverse actuated 82-102 db(A) self-adjusting
Visible alarm amber strobe light - continuous activated, overhead guard mounted
Paper applications kit
Operator pre-shift checklist
Oil-cooled wet disc brakes
Pneumatic shaped solid tires
Radial tires
Dual drive tires
Cab with or without air conditioning
Dual pedal inch/brake
Vented hood
Overhead exhaust
UL options of GS, D, DS, LPS

Yale® GLC
People. Products. Productivity.™

2219-2C 3/2014 *All trucks shown with optional equipment.*

Truck performance may be affected by the condition of the vehicle, how it is equipped and the application. Consult your Yale® Industrial Truck Dealer if any of the information shown is critical to your application. Specifications are subject to change without notice.

This truck meets all applicable mandatory requirements of ANSI B56.1 Safety Standard for Powered Industrial Trucks at the time of manufacture. Classified by Underwriters' Laboratories, Inc., as to fire and electric shock hazard only for Type E industrial trucks.

The Yale® products included in this document may be covered by US patent 6,684,148 and other patents pending.

BIDDER TO COMPLETE THE FORM BELOW:

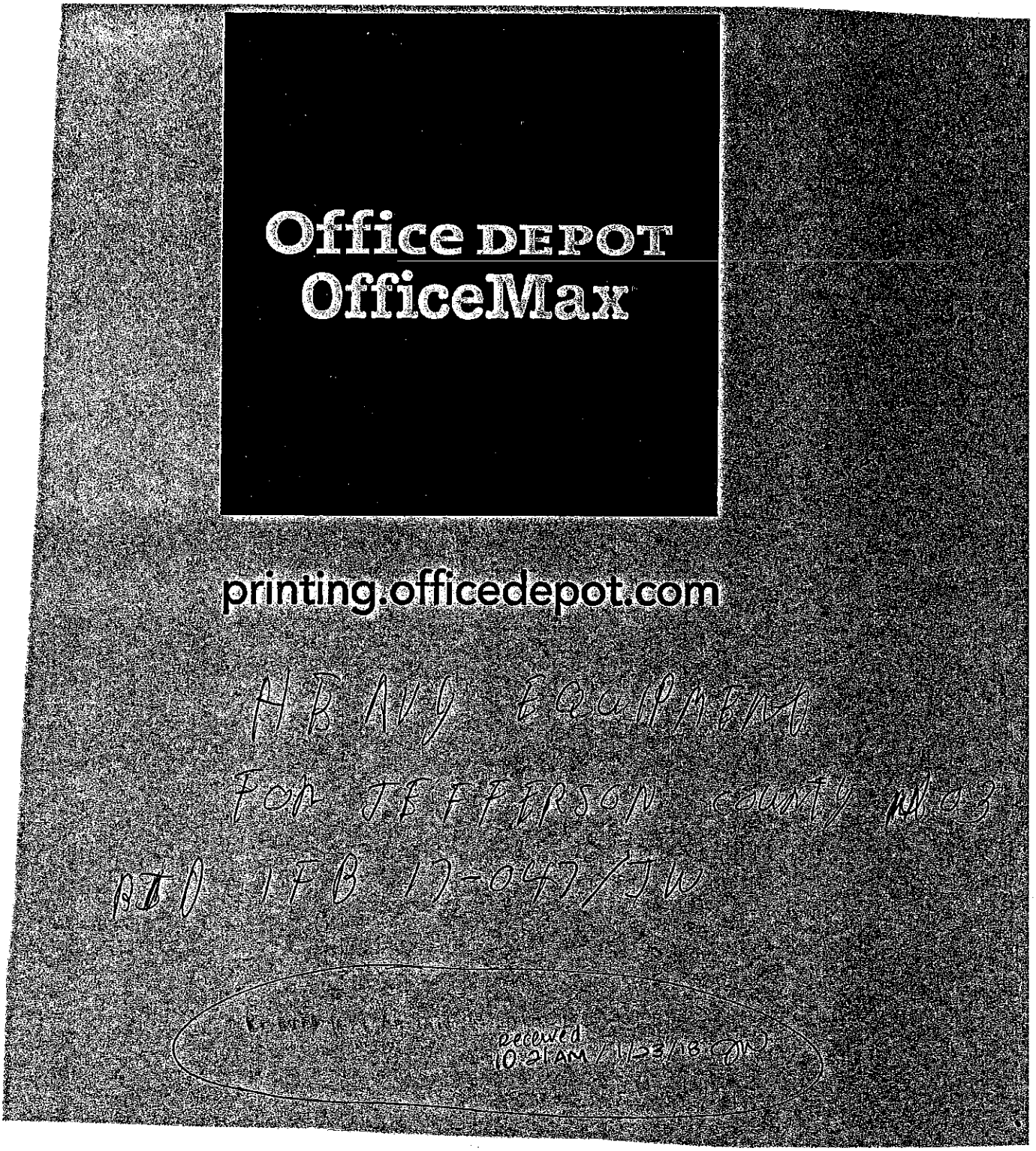
For Bid Item No. 11: Bidder agrees to provide equipment that will meet or exceed the standard specifications as described in this appendix (APPENDIX K) & the bid specifications.

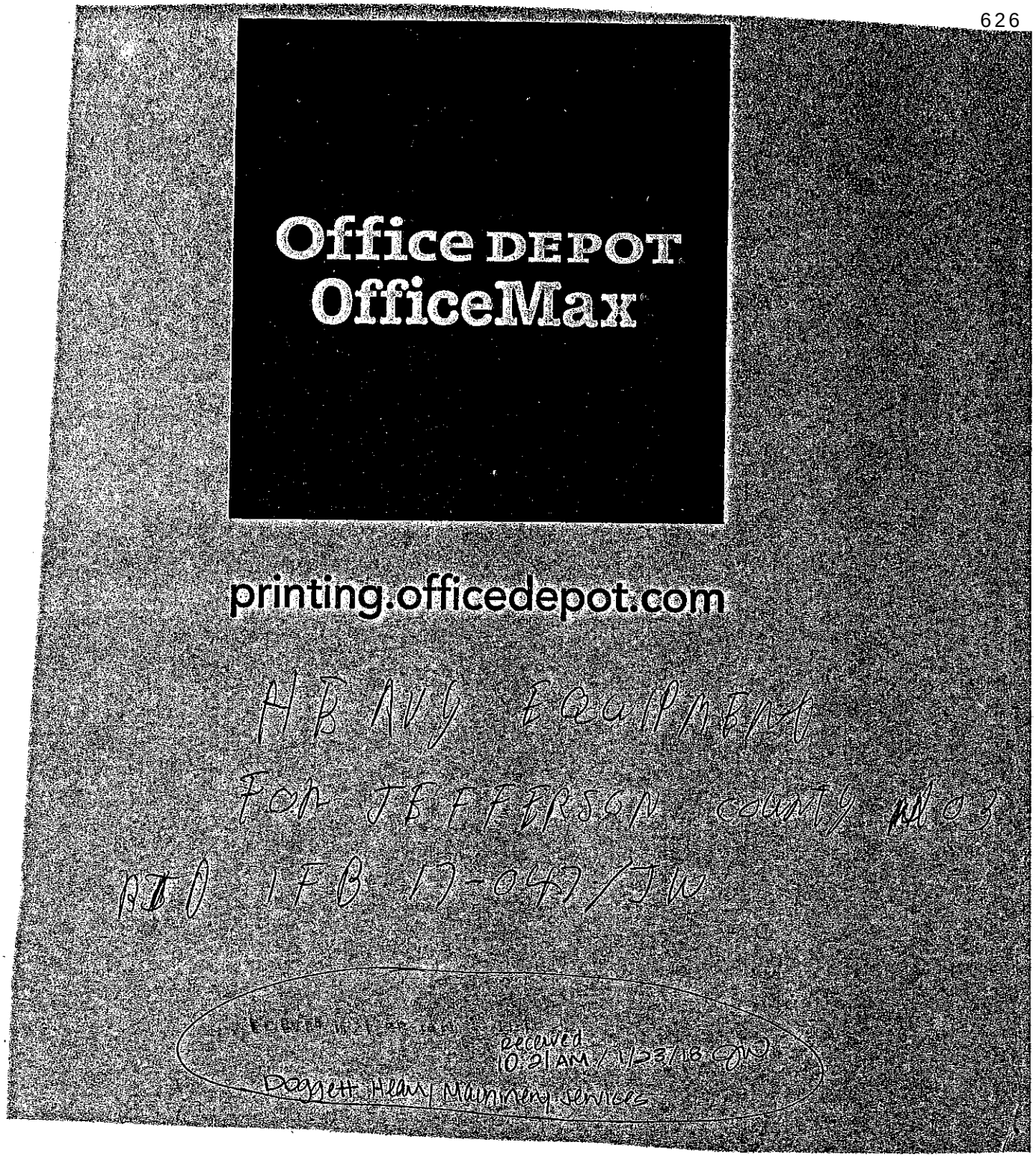
_____
Print Name & Title Above

_____ _____
Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

_____
_____
_____
_____
_____
_____
_____


Office DEPOT
OfficeMax
printing.officedepot.com
HB AV EQUIPMENT
FOR JEFFERSON COUNTY MO
RFQ - IFB 17-047/JW
Received
10:21 AM / 1/23/18


Office DEPOT
OfficeMax
printing.officedepot.com
HEAVY EQUIPMENT
FOR JEFFERSON COUNTY MO
RFP IFB-17-0437JW
Received
10:21 AM / 1/23/18
Doggett Heavy Machinery Services

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

December 18, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-047/JW, Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey) for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: **Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)**

BID NO: **IFB 17-047/JW**

DUE DATE/TIME: **11:00 AM CDT, Tuesday, January 23, 2018**

MAIL OR DELIVER TO: **Jefferson County Purchasing Department**
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Jason Castille, Precinct No. 3 Superintendent at 409-736-2851 or pct3sc@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

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

Table of Contents 1
Instructions to Bidders 2
General Conditions of Bidding and Terms of Contract 6
Special Requirements/Instructions 16
Minimum Specifications 20
Bidder Information Form 27
Offer to Contract Form 28
Acceptance of Offer Form 29
Bid Form 30
Vendor References Form 37
Signature Page 38
Conflict of Interest Questionnaire 39
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY) 40
Good Faith Effort Determination Checklist 41
Notice of Intent 42
HUB Subcontracting Participation Declaration Form 43
Residence Certification/Tax Form 47
Bid Affidavit 48
Technical Specifications ..... APPENDICES A-K

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

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2017:

December 25 & 26	Monday & Tuesday	Christmas

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 a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County,

and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the

Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract

989

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-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/.
The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. **Multiple Vendor Award**

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. **Delivery**

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. **Payment**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. **Usage Reports**

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. **Insurance**

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance and applicable endorsements.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

General Liability, including Products	$1,000,000
Business Auto Liability	$1,000,000
Cargo / Transit Coverage	Replacement Cost Value of Equipment Purchased
Excess Liability	$1,000,000
Workers' Compensation	Statutory Coverage

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Jason Castille, with Jefferson County Precinct No. 3 at pct3sc@co.jefferson.tx.us. Please reference bid number IFB 17-047/JW.

Scope

Jefferson County is soliciting bids for heavy equipment to replace equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

BRAND REFERENCE

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

The technical specifications shown **(APPENDICES A - K)** are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

▪ Bid Item 1: Reclaimer/Stabilizer:

One (1) BOMAG Model: RS-360 Reclaimer/Stabilizer or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Reclaimer/Stabilizer is to be complete with All Standard Equipment as listed in the technical specifications including Cummins Tier 4 Final Engine (or equivalent). Optional equipment should include ROPS/FOPS and Working Headlights.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery of equipment; with this warranty to cover the Full Machine.

For full technical specifications for this bid item, see **APPENDIX A.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX A.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** BOMAG MPH-100R (SN: 85489) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 2. Motor Grader:

One (1) Mustang CAT Model: 120M2 Motor Grader or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

For full technical specifications for this bid item, see **APPENDIX B.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX B.

Warranty Term for this equipment (included, without additional cost) should be at least: (5) five calendar years from the date of delivery of equipment. The first year of warranty should cover the powertrain and hydraulics for an unlimited amount of hours; with warranty years 2-5 to cover 3,000 hours for powertrain and hydraulics.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** 1998 Champion Motor Grader Model 710 A towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 3. Dozer (Referred to as Tractor by Manufacturer):

One (1) Mustang CAT Model: D5K2 LGP CA Tractor (Dozer) or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

For full technical specifications for this bid item, see **APPENDIX C.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX C.

Warranty Term for this equipment (included, without additional cost) should be at least: (5) five calendar years from the date of delivery of equipment. The first year of warranty should cover the powertrain and hydraulics for an unlimited amount of hours; with warranty years 2-5 to cover 3,000 hours for powertrain and hydraulics.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** 1997 Komatsu D58P towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 4. Pneumatic Roller:

One (1) BOMAG Model: BW11RH-5 Pneumatic Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Pneumatic Roller is to be complete with All Standard Equipment including ROPS/FOPS, Water Sprinkler System, Rotary Beacon, and Additional Ballast to 2,313 lbs., Cocoa Mats and Back-Up Alarm.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX D.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX D.

Trade In: Jefferson County will be trading in a used and **flood-damaged** Dynapac CP142 (SN: 1000-500C0B000882) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 5. Wheel Loader:

One (1) DOOSAN Model: DL220-5 Wheel Loader or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Wheel Loader is to be complete with All Standard Equipment including Triangle Radials, Load Isolation, Hydraulic Coupler, Bucket, 96" X 72" Forks and Additional Counterweight.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/5,000 hour warranty that covers the powertrain and hydraulics.

For full technical specifications for this bid item, see **APPENDIX E.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX E.

Trade-In: Jefferson County will be trading in used and **flood-damaged** John Deere 544H (SN: DW544HX57290) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 6. Vibratory Tandem Roller:

One (1) BOMAG Model: BW161AD-5 Vibratory Tandem Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Vibratory Tandem Roller is to be complete with All Standard Equipment including 90 degree swivel seat unit, Economizer, ROPS, Temperature Gauge, and Joint with Crabwalk.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX F.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX F.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** CAT CB534-C (SN: 5HN00552) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 7. Single Drum Padfoot Roller:

One (1) BOMAG Model: BW211PD-5 84" Single Drum Padfoot Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Single Drum Padfoot Roller is to be complete with All Standard Equipment including Magnetic Flashing Beacon.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX G.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX G.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** BOMAG BW213DH-40 (SN: 901582561088) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 8 (A). Hydraulic Excavator:

One (1) Gradall XL3100 Hydraulic Excavator or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery (in service date) of equipment or 1,500 hours – whichever comes first.

Manufacturer should repair or replace, at its option, any factory-installed part that is defective in materials or workmanship under normal use. Any needed part replacements will be made using new or remanufactured parts. This Limited Warranty is limited to repairing or replacing, at the Manufacturer's option, any part proven defective under normal use; provided that the product has been properly registered with the Manufacturer within thirty days after the in-service date and that all required reports are current. The warranty period begins on the product's in-service date, which is the first date the unit is delivered to an end-user (the "Owner"), for purchase. This Warranty is to extend only to the Original Purchase and will be Non-Transferable. This Limited Warranty may subject to those limitations and exclusions.

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:
- Keeping an Operator/Safety Manual available to the operator of the product.
- Using the product in accordance with the Operator/Safety Manual.
- Releasing the product for warranty work.
- Reporting accidents immediately to Manufacturer
- Using the product for safe, approved applications and using only approved accessories.
- Complying with factory initiated Field Campaigns.
- Using only approved components for maintenance and replacement parts.
- Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

What Is Not Covered
- Parts associated with unit maintenance are not warranted beyond (1) one year of the product's in-service date.
- Items subject to normal wear and tear, noise, vibration, or deterioration are not warranted.
- This Limited Warranty does not cover damage caused by abusive usage or extreme applications.
- Any operation beyond the rated capacity or the improper use or application of the product or the substitution of parts not approved by Manufacturer or the failure to release the product for warranty work.
- Tires, engines and batteries are warranted by the applicable Manufacturer.
- Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals or other forms of impact, industrial fallout or pollution,or previous repair.
- External surface rust left unrepaired due to neglect of the product.
- Chassis not manufactured by the Manufacturer

For full technical specifications for this bid item, see **APPENDIX H.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Gradall G3WD towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 8 (B). Hydraulic Excavator:

One (1) Gradall XL3100 Hydraulic Excavator or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery (in service date) of equipment or 1,500 hours – whichever comes first.

Manufacturer should repair or replace, at its option, any factory-installed part that is defective in materials or workmanship under normal use. Any needed part replacements will be made using new or remanufactured parts. This Limited Warranty is limited to repairing or replacing, at the Manufacturer's option, any part proven defective under normal use; provided that the product has been properly registered with the Manufacturer within thirty days after the in-service date and that all required reports are current. The warranty period begins on the product's in-service date, which is the first date the unit is delivered to an end-user (the "Owner"), for purchase. This Warranty is to extend only to the Original Purchase and will be Non-Transferable. This Limited Warranty may subject to those limitations and exclusions.

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:
- Keeping an Operator/Safety Manual available to the operator of the product.
- Using the product in accordance with the Operator/Safety Manual.
- Releasing the product for warranty work.
- Reporting accidents immediately to Manufacturer
- Using the product for safe, approved applications and using only approved accessories.
- Complying with factory initiated Field Campaigns.
- Using only approved components for maintenance and replacement parts.
- Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

What Is Not Covered
- Parts associated with unit maintenance are not warranted beyond (1) one year of the product's in-service date.
- Items subject to normal wear and tear, noise, vibration, or deterioration are not warranted.
- This Limited Warranty does not cover damage caused by abusive usage or extreme applications.
- Any operation beyond the rated capacity or the improper use or application of the product or the substitution of parts not approved by Manufacturer or the failure to release the product for warranty work.
- Tires, engines and batteries are warranted by the applicable Manufacturer.
- Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals or other forms of impact, industrial fallout or pollution,or previous repair.
- External surface rust left unrepaired due to neglect of the product.
- Chassis not manufactured by the Manufacturer

For full technical specifications for this bid item, see **APPENDIX H.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Gradall XL3100 towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 9. Tractor:

One (1) John Deere 5065E Utility Tractor OOS 4WD or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for this equipment: Warranty term for this equipment (included without additional cost) should be at least: (2) two calendar years/or 2,000 hours from the date of delivery of equipment or whichever comes first, with the warranty to cover powertrain and components as described below in Paragraphs A & B.

A. WHAT IS WARRANTED – Subject to Paragraph B, all parts of any new Equipment are to be warranted for the time period or number of operating hours as specified. Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty- Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by the Manufacturer.

B. ITEMS COVERED SEPARATELY- (1) Tires, rubber tracks and batteries; When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

For full technical specifications for this bid item, see **APPENDIX I.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX I.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Ford 5000 Tractor towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 10. Tractor with Side Mower:

One (1) John Deere 5085E Utility Tractor Cab 4WD with Alamo Side Mower or Equivalents to replace similar pieces of equipment that were damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for Tractor: Warranty term for this equipment (included without additional cost) should be at least: (2) two calendar years/or 2,000 hours from the date of delivery of equipment or whichever comes first, with the warranty to cover powertrain and components as described below in Paragraphs A & B.

A. WHAT IS WARRANTED – Subject to Paragraph B, all parts of any new Equipment are to be warranted for the time period or number of operating hours as specified. Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty- Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by the Manufacturer.

B. ITEMS COVERED SEPARATELY- (1) Tires, rubber tracks and batteries; When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

Warranty term for Side Mower: Warranty term for this equipment (included, without additional cost) should be at least: Manufacturer's Warranty for (1) calendar year from the date of delivery of equipment.

For full technical specifications for this bid item, see **APPENDIX J.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX J.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Case 685 Tractor with Alamo Versa Side Mower towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 11. Pneumatic Tire Forklift:

One (1) Yale Veracitor Pneumatic Tire Forklift Model GP050VX or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for this equipment (included, without additional cost) should be at least: (1) calendar year from the date of the delivery of equipment or 2,000 Hours to include Manufacturer's Warranty coverage; to include a (3) three-year/6,000 hour warranty to cover the powertrain.

For full technical specifications for this bid item, see **APPENDIX K.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX K.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Clark Model: C500-YS60 (SN: Y355-1362-4324-1081) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: **(IFB 17-047/JW), Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)**

Bidder's Company/Business Name: MUSTANG CAT

Bidder's TAX ID Number: 12009216 17-0

Contact Person: STEVAN de LEON **Title:** SALES Rep

Phone Number (with area code): 409-201-9500

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: SDELEON@MUSTANGCAT.COM

Mailing Address (Please provide a physical address for bid bond return, if applicable):

7990 Eastex Fwy
Address
Beaumont TX 77708
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:

MUSTANG CAT
Company Name

7990 EASTEX Fwy
Address

BEAUMONT TX 77708
City State Zip

Signature of Person Authorized to Sign

STEVAN de LEON
Printed Name

SALES Rep
Title

For clarification of this offer, contact:

STEVAN de LEON
Name

409-201-9500
Phone Fax

E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

HEAVY EQUIPMENT FOR JEFFERSON COUNTY PRECINCT NO. 3
(TO REPLACE UNREPAIRABLE EQUIPMENT DAMAGED BY HURRICANE HARVEY)

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 17-047/JW, Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey). The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

The technical specifications shown **(APPENDICES A - K)** are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

FOR EACH ITEM BID, BIDDER MUST COMPLETE, SIGN, & DATE FORM LOCATED ON THE LAST PAGE OF THE ITEM'S CORRESPONDING APPENDIX.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Item No.	Item Description	Bid Price
1	**BOMAG Model RS-360 Reclaimer/Stabilizer or Equivalent**	$ No Bid .___
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG MPH100-R (SN: 85489)		$ No Bid .___
Total Bid Price (Minus Trade-In Value) $_____ .____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 1: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
2	Mustang CAT Model 120M2 Motor Grader or Equivalent	$247,500.00
		Trade-In Value
Trade-In Value for used & flood-damaged: 1998 Champion Motor Grader Model 710 A		$6,000.00
Total Bid Price (Minus Trade-In Value) $241,500.00		
Projected Delivery Lead Time from Date of Purchase:	4 weeks	
Equivalent Item Description (Make & Model) for Item No. 2:		

Item No.	Item Description	Bid Price
3	Mustang CAT Model D5K2 LGP CA Tractor (Dozer) or Equivalent	$133,000.00
		Trade-In Value
Trade-In Value for used & flood-damaged: 1997 Komatsu D58 P		$4,000.00
Total Bid Price (Minus Trade-In Value) $129,000.00		
Projected Delivery Lead Time from Date of Purchase:	12 weeks	
Equivalent Item Description (Make & Model) for Item No. 3:		

Bid Form (Continued)

Item No.	Item Description	Bid Price
4	BOMAG Model BW11RH-5 Pneumatic Roller or Equivalent	$ No BID .___
		Trade-In Value
Trade-In Value for used & flood-damaged: Dynapac CP142 (SN: 1000-500C0B000882)		$ No BID .___
Total Bid Price (Minus Trade-In Value) $ No BID .___		
Projected Delivery Lead Time from Date of Purchase:	No BID weeks	
Equivalent Item Description (Make & Model) for Item No. 4:		

Item No.	Item Description	Bid Price
5	DOOSAN Model DL220-5 Wheel Loader or Equivalent	$ 179,000 .00
		Trade-In Value
Trade-In Value for used & flood-damaged: John Deere 544H (SN: DW544HX57290)		$ 12,000 .00
Total Bid Price (Minus Trade-In Value) $ 167,000 .___		
Projected Delivery Lead Time from Date of Purchase:	6-8 weeks	
Equivalent Item Description (Make & Model) for Item No. 5: CAT 930M		

Bid Form (Continued)

Item No.	Item Description	Bid Price
6	BOMAG Model BW161AD-5 Vibratory Tandem Roller or Equivalent	$ No BID .___
		Trade-In Value
Trade-In Value for used & flood-damaged: CAT CB534-C (SN: 5HN00552)		$ No BID .___
Total Bid Price (Minus Trade-In Value) $ No BID .___		
Projected Delivery Lead Time from Date of Purchase:	No BID weeks	
Equivalent Item Description (Make & Model) for Item No. 6:		

Item No.	Item Description	Bid Price
7	BOMAG Model BW211PD-5 84" Single Drum Padfoot Roller or Equivalent	$ No BID .___
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG BW213DH-40 (SN: 901582561088)		$ No BID .___
Total Bid Price (Minus Trade-In Value) $ No BID .___		
Projected Delivery Lead Time from Date of Purchase:	No BID 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	$ No BID .___
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall G3WD		$ No BID .___
Total Bid Price (Minus Trade-In Value) $ No BID .___		
Projected Delivery Lead Time from Date of Purchase:	No BID weeks	
Equivalent Item Description (Make & Model) for Item No. 8 (A):		

Item No.	Item Description	Bid Price
8 (B).	Gradall XL3100 Hydraulic Excavator or Equivalent	$ No BID .___
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall XL3100		$ No BID .___
Total Bid Price (Minus Trade-In Value) $ No BID .___		
Projected Delivery Lead Time from Date of Purchase:	No BID weeks	
Equivalent Item Description (Make & Model) for Item No. 8 (B):		

Bid Form (Continued)

Item No.	Item Description	Bid Price
9	John Deere 5065E Utility Tractor OOS 4WD or Equivalent	$ No BID . ___
		Trade-In Value
Trade-In Value for used & flood-damaged: Ford 5000 Tractor		$ No BID . ___
Total Bid Price (Minus Trade-In Value) $ No BID . ___		
Projected Delivery Lead Time from Date of Purchase:	No BID weeks	
Equivalent Item Description (Make & Model) for Item No. 9:		

Item No.	Item Description	Bid Price
10	John Deere 5085E Utility Tractor Cab 4WD (with Alamo Side Mower) or Equivalent	$ No BID . ___
		Trade-In Value
Trade-In Value for used & flood-damaged: Case 685 Tractor with Alamo Versa Side Mower		$ No BID . ___
Total Bid Price (Minus Trade-In Value) $ No BID . ___		
Projected Delivery Lead Time from Date of Purchase:	No BID weeks	
Equivalent Item Description (Make & Model) for Item No. 10:		

Bid Form (Continued)

Item No.	Item Description	Bid Price
11	Yale Veracitor Pneumatic Tire Forklift Model GP050VX or Equivalent	$ No BID . ___
		Trade-In Value
Trade-In Value for used & flood-damaged: Clark Model: C500-YS60 (SN: Y355-1362-4324-1081)		$ No BID . ___
Total Bid Price (Minus Trade-In Value) $ No BID . ___		
Projected Delivery Lead Time from Date of Purchase:	No BID weeks	
Equivalent Item Description (Make & Model) for Item No. 11: ___		

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Jefferson Co DD6

Address: 8550 Walden Rd

Contact Person and Title: Steve Hubert Fleet Mgr

Phone: 409-842-1818 Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: TBCD

Address: PO Broadway Winnie Tx

Contact Person and Title: Jerry Shadden - GM

Phone: 409-296-3622 Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: JBB Co Pct 3

Address: 5700 Jade Ave

Contact Person and Title: John Castille

Phone: 409-736-2851 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.

Mustang CAT
Bidder (Entity Name)

7990 Eastex Fwy
Street & Mailing Address

Beaumont TX 7708
City, State & Zip

409-201-9500
Telephone Number

E-mail Address

Signature

Steven D Leon
Print Name

Date Signed

Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Mustang CAT

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 _____ 9/22/17
Signature of vendor doing business with the governmental entity — Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with vendor named in item 3

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ Signature of officer administering oath

_____ Printed name of officer administering oath

_____ Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☒ Yes ☐ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Stojan de Leon
Printed Name of Authorized Representative

Signature

Sales Rep
Title

1/22/18
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____%

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____%

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that MUSTANG (AT) [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.):	200421611-0
Company Name submitting bid/proposal:	MUSTANG (AT
Mailing address:	7990 EASTEX FWY,
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**
	7990 EASTEX FWY

* 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 TX COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Stevan De Leon (name), who

after being by me duly sworn, did depose and say:

"I, Stevan De Leon (name) am a duly authorized officer of/agent

for Mustang Cat (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Mustang Cat (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: MUSTANG CAT
7990 EASTEX Fwy, BEAUMONT TX 77708

Fax: _____ Telephone# 409-201-9500

by: Stevan de Leon (print name) Title: _____

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named
Stevan de Leon on

this the 22nd day of January, 2018.

Notary Public in and for
the State of Texas

DELY G BARRERA
NOTARY PUBLIC
STATE OF TEXAS
NOTARY ID 12989876-1
7/24/2018

Bidder Shall Return Completed Form with Offer.

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 SHOE 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

0P9003	LANE 3 ORDER
0P1939	ANTIFREEZE WINDSHIELD WASHER
0P2265	ROLL ON-ROLL OFF
0P3978	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.

Steyan de Leon - Sales Rep
Print Name & Title Above

Signature

1/22/18
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, D5K 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.

Steven de Leon Sales Rep
Print Name & Title Above

Signature

1/22/20
Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

APPENDIX E

Technical Specifications: Wheel Loader

On Off Compare

Units US Metric

Print Specification Download Specification

Collapse All Specifications

Doosan DL220-5

Configuration	US10	US20
Engine		
Model	DL08	
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 cm³	
Hydraulic System		
Main Pump: Displacement	74 cm³/rev	
System Pressure: Work	254.93 kgf/cm²	
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 (±0.8 s)	
Undercarriage		
Tire Size	20.5-R25 (L3)	
Tread Width	6' 4"	
Travel System/Drive Mechanism		
Travel performance: Gradeability	30° @ 58 %	
Travelingperformance: Max. Tractive Effort	24,692 lb	
Weights		
Operating Weight	27,381 lb	28,296 lb
Dimensions		
Bucket Capacity	2.3 m³	2.3 m³
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.

Steven de Leon - Sales Rep

Print Name & Title Above

Signature

1/22/19

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, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

December 18, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-047/JW, Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey) for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: **Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)**

BID NO: **IFB 17-047/JW**

DUE DATE/TIME: **11:00 AM CDT, Tuesday, January 23, 2018**

MAIL OR DELIVER TO: **Jefferson County Purchasing Department**
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Jason Castille, Precinct No. 3 Superintendent at 409-736-2851 or pct3sc@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

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

Table of Contents 1
Instructions to Bidders 2
General Conditions of Bidding and Terms of Contract 6
Special Requirements/Instructions 16
Minimum Specifications 20
Bidder Information Form 27
Offer to Contract Form 28
Acceptance of Offer Form 29
Bid Form 30
Vendor References Form 37
Signature Page 38
Conflict of Interest Questionnaire 39
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY) 40
Good Faith Effort Determination Checklist 41
Notice of Intent 42
HUB Subcontracting Participation Declaration Form 43
Residence Certification/Tax Form 47
Bid Affidavit 48
Technical Specifications ..... APPENDICES A-K

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

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2017:

December 25 & 26	Monday & Tuesday	Christmas

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 a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County,

and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the

Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract

will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.5 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.7 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.8 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.9 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.10 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.11 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.12 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/.
The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance and applicable endorsements.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

General Liability, including Products	$1,000,000
Business Auto Liability	$1,000,000
Cargo / Transit Coverage	Replacement Cost Value of Equipment Purchased
Excess Liability	$1,000,000
Workers' Compensation	Statutory Coverage

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Jason Castille, with Jefferson County Precinct No. 3 at pct3sc@co.jefferson.tx.us. Please reference bid number IFB 17-047/JW.

Scope

Jefferson County is soliciting bids for heavy equipment to replace equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

BRAND REFERENCE

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

The technical specifications shown **(APPENDICES A - K)** are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

▪ Bid Item 1: Reclaimer/Stabilizer:

One (1) BOMAG Model: RS-360 Reclaimer/Stabilizer or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Reclaimer/Stabilizer is to be complete with All Standard Equipment as listed in the technical specifications including Cummins Tier 4 Final Engine (or equivalent). Optional equipment should include ROPS/FOPS and Working Headlights.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery of equipment; with this warranty to cover the Full Machine.

For full technical specifications for this bid item, see **APPENDIX A.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX A.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** BOMAG MPH-100R (SN: 85489) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 2. Motor Grader:

One (1) Mustang CAT Model: 120M2 Motor Grader or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

For full technical specifications for this bid item, see **APPENDIX B.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX B.

Warranty Term for this equipment (included, without additional cost) should be at least: (5) five calendar years from the date of delivery of equipment. The first year of warranty should cover the powertrain and hydraulics for an unlimited amount of hours; with warranty years 2-5 to cover 3,000 hours for powertrain and hydraulics.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** 1998 Champion Motor Grader Model 710 A towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 3. Dozer (Referred to as Tractor by Manufacturer):

One (1) Mustang CAT Model: D5K2 LGP CA Tractor (Dozer) or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

For full technical specifications for this bid item, see **APPENDIX C.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX C.

Warranty Term for this equipment (included, without additional cost) should be at least: (5) five calendar years from the date of delivery of equipment. The first year of warranty should cover the powertrain and hydraulics for an unlimited amount of hours; with warranty years 2-5 to cover 3,000 hours for powertrain and hydraulics.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** 1997 Komatsu D58P towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 4. Pneumatic Roller:

One (1) BOMAG Model: BW11RH-5 Pneumatic Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Pneumatic Roller is to be complete with All Standard Equipment including ROPS/FOPS, Water Sprinkler System, Rotary Beacon, and Additional Ballast to 2,313 lbs., Cocoa Mats and Back-Up Alarm.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX D.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX D.

Trade In: Jefferson County will be trading in a used and **flood-damaged** Dynapac CP142 (SN: 1000-500C0B000882) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 5. Wheel Loader:

One (1) DOOSAN Model: DL220-5 Wheel Loader or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Wheel Loader is to be complete with All Standard Equipment including Triangle Radials, Load Isolation, Hydraulic Coupler, Bucket, 96" X 72" Forks and Additional Counterweight.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/5,000 hour warranty that covers the powertrain and hydraulics.

For full technical specifications for this bid item, see **APPENDIX E.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX E.

Trade-In: Jefferson County will be trading in used and **flood-damaged** John Deere 544H (SN: DW544HX57290) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 6. Vibratory Tandem Roller:

One (1) BOMAG Model: BW161AD-5 Vibratory Tandem Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Vibratory Tandem Roller is to be complete with All Standard Equipment including 90 degree swivel seat unit, Economizer, ROPS, Temperature Gauge, and Joint with Crabwalk.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX F.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX F.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** CAT CB534-C (SN: 5HN00552) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 7. Single Drum Padfoot Roller:

One (1) BOMAG Model: BW211PD-5 84" Single Drum Padfoot Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Single Drum Padfoot Roller is to be complete with All Standard Equipment including Magnetic Flashing Beacon.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX G.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX G.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** BOMAG BW213DH-40 (SN: 901582561088) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 8 (A). Hydraulic Excavator:

One (1) Gradall XL3100 Hydraulic Excavator or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery (in service date) of equipment or 1,500 hours – whichever comes first.

Manufacturer should repair or replace, at its option, any factory-installed part that is defective in materials or workmanship under normal use. Any needed part replacements will be made using new or remanufactured parts. This Limited Warranty is limited to repairing or replacing, at the Manufacturer's option, any part proven defective under normal use; provided that the product has been properly registered with the Manufacturer within thirty days after the in-service date and that all required reports are current. The warranty period begins on the product's in-service date, which is the first date the unit is delivered to an end-user (the "Owner"), for purchase. This Warranty is to extend only to the Original Purchase and will be Non-Transferable. This Limited Warranty may subject to those limitations and exclusions.

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:
- Keeping an Operator/Safety Manual available to the operator of the product.
- Using the product in accordance with the Operator/Safety Manual.
- Releasing the product for warranty work.
- Reporting accidents immediately to Manufacturer
- Using the product for safe, approved applications and using only approved accessories.
- Complying with factory initiated Field Campaigns.
- Using only approved components for maintenance and replacement parts.
- Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

What Is Not Covered
- Parts associated with unit maintenance are not warranted beyond (1) one year of the product's in-service date.
- Items subject to normal wear and tear, noise, vibration, or deterioration are not warranted.
- This Limited Warranty does not cover damage caused by abusive usage or extreme applications.
- Any operation beyond the rated capacity or the improper use or application of the product or the substitution of parts not approved by Manufacturer or the failure to release the product for warranty work.
- Tires, engines and batteries are warranted by the applicable Manufacturer.
- Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals or other forms of impact, industrial fallout or pollution,or previous repair.
- External surface rust left unrepaired due to neglect of the product.
- Chassis not manufactured by the Manufacturer

For full technical specifications for this bid item, see **APPENDIX H.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Gradall G3WD towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 8 (B). Hydraulic Excavator:

One (1) Gradall XL3100 Hydraulic Excavator or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery (in service date) of equipment or 1,500 hours – whichever comes first.

Manufacturer should repair or replace, at its option, any factory-installed part that is defective in materials or workmanship under normal use. Any needed part replacements will be made using new or remanufactured parts. This Limited Warranty is limited to repairing or replacing, at the Manufacturer's option, any part proven defective under normal use; provided that the product has been properly registered with the Manufacturer within thirty days after the in-service date and that all required reports are current. The warranty period begins on the product's in-service date, which is the first date the unit is delivered to an end-user (the "Owner"), for purchase. This Warranty is to extend only to the Original Purchase and will be Non-Transferable. This Limited Warranty may subject to those limitations and exclusions.

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:
- Keeping an Operator/Safety Manual available to the operator of the product.
- Using the product in accordance with the Operator/Safety Manual.
- Releasing the product for warranty work.
- Reporting accidents immediately to Manufacturer
- Using the product for safe, approved applications and using only approved accessories.
- Complying with factory initiated Field Campaigns.
- Using only approved components for maintenance and replacement parts.
- Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

What Is Not Covered
- Parts associated with unit maintenance are not warranted beyond (1) one year of the product's in-service date.
- Items subject to normal wear and tear, noise, vibration, or deterioration are not warranted.
- This Limited Warranty does not cover damage caused by abusive usage or extreme applications.
- Any operation beyond the rated capacity or the improper use or application of the product or the substitution of parts not approved by Manufacturer or the failure to release the product for warranty work.
- Tires, engines and batteries are warranted by the applicable Manufacturer.
- Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals or other forms of impact, industrial fallout or pollution,or previous repair.
- External surface rust left unrepaired due to neglect of the product.
- Chassis not manufactured by the Manufacturer

For full technical specifications for this bid item, see **APPENDIX H.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Gradall XL3100 towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 9. Tractor:

One (1) John Deere 5065E Utility Tractor OOS 4WD or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for this equipment: Warranty term for this equipment (included without additional cost) should be at least: (2) two calendar years/or 2,000 hours from the date of delivery of equipment or whichever comes first, with the warranty to cover powertrain and components as described below in Paragraphs A & B.

A. WHAT IS WARRANTED – Subject to Paragraph B, all parts of any new Equipment are to be warranted for the time period or number of operating hours as specified. Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty- Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by the Manufacturer.

B. ITEMS COVERED SEPARATELY- (1) Tires, rubber tracks and batteries; When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

For full technical specifications for this bid item, see **APPENDIX I.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX I.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Ford 5000 Tractor towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 10. Tractor with Side Mower:

One (1) John Deere 5085E Utility Tractor Cab 4WD with Alamo Side Mower or Equivalents to replace similar pieces of equipment that were damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for Tractor: Warranty term for this equipment (included without additional cost) should be at least: (2) two calendar years/or 2,000 hours from the date of delivery of equipment or whichever comes first, with the warranty to cover powertrain and components as described below in Paragraphs A & B.

A. WHAT IS WARRANTED – Subject to Paragraph B, all parts of any new Equipment are to be warranted for the time period or number of operating hours as specified. Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty- Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by the Manufacturer.

B. ITEMS COVERED SEPARATELY- (1) Tires, rubber tracks and batteries; When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

Warranty term for Side Mower: Warranty term for this equipment (included, without additional cost) should be at least: Manufacturer's Warranty for (1) calendar year from the date of delivery of equipment.

For full technical specifications for this bid item, see **APPENDIX J.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX J.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Case 685 Tractor with Alamo Versa Side Mower towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 11. Pneumatic Tire Forklift:

One (1) Yale Veracitor Pneumatic Tire Forklift Model GP050VX or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for this equipment (included, without additional cost) should be at least: (1) calendar year from the date of the delivery of equipment or 2,000 Hours to include Manufacturer's Warranty coverage; to include a (3) three-year/6,000 hour warranty to cover the powertrain.

For full technical specifications for this bid item, see **APPENDIX K.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX K.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Clark Model: C500-YS60 (SN: Y355-1362-4324-1081) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: (IFB 17-047/JW), Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)

Bidder's Company/Business Name: MUSTANG CAT

Bidder's TAX ID Number: 12004216 17-0

Contact Person: STEVAN de LEON **Title:** SALES REP

Phone Number (with area code): 409-201-9500

Alternate Phone Number if available (with area code):

Fax Number (with area code):

Email Address: SDELEON@MUSTANGCAT.COM

Mailing Address (Please provide a physical address for bid bond return, if applicable):

7990 EASTEX Fwy
Address

BEAUMONT TX 77708
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:

Mustang Cat
Company Name

7990 Eastex Fwy
Address

Beaumont TX 77708
City State Zip

[signature]
Signature of Person Authorized to Sign

Steuan de Leon
Printed Name

Sales Rep
Title

For clarification of this offer, contact:

Steuan de Leon
Name

409-201-9500
Phone Fax

E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

HEAVY EQUIPMENT FOR JEFFERSON COUNTY PRECINCT NO. 3
(TO REPLACE UNREPAIRABLE EQUIPMENT DAMAGED BY HURRICANE HARVEY)

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 17-047/JW, Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey). The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff W. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

The technical specifications shown **(APPENDICES A - K)** are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

FOR EACH ITEM BID, BIDDER MUST COMPLETE, SIGN, & DATE FORM LOCATED ON THE LAST PAGE OF THE ITEM'S CORRESPONDING APPENDIX.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Item No.	Item Description	Bid Price
1	**BOMAG Model RS-360 Reclaimer/Stabilizer or Equivalent**	$ No Bid . ___
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG MPH100-R (SN: 85489)		$ No Bid . ___
Total Bid Price (Minus Trade-In Value) $_____ . ___		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 1: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
2	Mustang CAT Model 120M2 Motor Grader or Equivalent	$247,500.00
		Trade-In Value
Trade-In Value for used & flood-damaged: 1998 Champion Motor Grader Model 710 A		$6,000.00
Total Bid Price (Minus Trade-In Value) $241,500.00		
Projected Delivery Lead Time from Date of Purchase:	4 weeks	
Equivalent Item Description (Make & Model) for Item No. 2:		

Item No.	Item Description	Bid Price
3	Mustang CAT Model D5K2 LGP CA Tractor (Dozer) or Equivalent	$133,000.00
		Trade-In Value
Trade-In Value for used & flood-damaged: 1997 Komatsu D58 P		$4,000.00
Total Bid Price (Minus Trade-In Value) $129,000.00		
Projected Delivery Lead Time from Date of Purchase:	12 weeks	
Equivalent Item Description (Make & Model) for Item No. 3:		

Bid Form (Continued)

Item No.	Item Description	Bid Price
4	BOMAG Model BW11RH-5 Pneumatic Roller or Equivalent	$ No BID .__
		Trade-In Value
Trade-In Value for used & flood-damaged: Dynapac CP142 (SN: 1000-500C0B000882)		$ No BID .__
Total Bid Price (Minus Trade-In Value) $ No BID .__		
Projected Delivery Lead Time from Date of Purchase:	No BID weeks	
Equivalent Item Description (Make & Model) for Item No. 4:		

Item No.	Item Description	Bid Price
5	DOOSAN Model DL220-5 Wheel Loader or Equivalent	$ 179,000 .00
		Trade-In Value
Trade-In Value for used & flood-damaged: John Deere 544H (SN: DW544HX57290)		$ 12,000 .00
Total Bid Price (Minus Trade-In Value) $ 167,000 .__		
Projected Delivery Lead Time from Date of Purchase:	6-8 weeks	
Equivalent Item Description (Make & Model) for Item No. 5: CAT 930M		

Bid Form (Continued)

Item No.	Item Description	Bid Price
6	BOMAG Model BW161AD-5 Vibratory Tandem Roller or Equivalent	$ No BID .
		Trade-In Value
Trade-In Value for used & flood-damaged: CAT CB534-C (SN: 5HN00552)		$ No BID .
Total Bid Price (Minus Trade-In Value) $ No BID .		
Projected Delivery Lead Time from Date of Purchase:	No BID weeks	
Equivalent Item Description (Make & Model) for Item No. 6:		

Item No.	Item Description	Bid Price
7	BOMAG Model BW211PD-5 84" Single Drum Padfoot Roller or Equivalent	$ No BID .
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG BW213DH-40 (SN: 901582561088)		$ No BID .
Total Bid Price (Minus Trade-In Value) $ No BID .		
Projected Delivery Lead Time from Date of Purchase:	No BID 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	$ No BID.
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall G3WD		$ No BID.
Total Bid Price (Minus Trade-In Value) $ No BID.		
Projected Delivery Lead Time from Date of Purchase:	No BID weeks	
Equivalent Item Description (Make & Model) for Item No. 8 (A):		

Item No.	Item Description	Bid Price
8 (B).	Gradall XL3100 Hydraulic Excavator or Equivalent	$ No BID.
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall XL3100		$ No BID.
Total Bid Price (Minus Trade-In Value) $ No BID.		
Projected Delivery Lead Time from Date of Purchase:	No BID weeks	
Equivalent Item Description (Make & Model) for Item No. 8 (B):		

Bid Form (Continued)

Item No.	Item Description	Bid Price
9	John Deere 5065E Utility Tractor OOS 4WD or Equivalent	$ No BID . ___
		Trade-In Value
Trade-In Value for used & flood-damaged: Ford 5000 Tractor		$ No BID . ___
Total Bid Price (Minus Trade-In Value) $ No BID . ___		
Projected Delivery Lead Time from Date of Purchase:	No BID **weeks**	
Equivalent Item Description (Make & Model) for Item No. 9:		

Item No.	Item Description	Bid Price
10	John Deere 5085E Utility Tractor Cab 4WD (with Alamo Side Mower) or Equivalent	$ No BID . ___
		Trade-In Value
Trade-In Value for used & flood-damaged: Case 685 Tractor with Alamo Versa Side Mower		$ No BID . ___
Total Bid Price (Minus Trade-In Value) $ No BID . ___		
Projected Delivery Lead Time from Date of Purchase:	No BID **weeks**	
Equivalent Item Description (Make & Model) for Item No. 10:		

Bid Form (Continued)

Item No.	Item Description	Bid Price
11	Yale Veracitor Pneumatic Tire Forklift Model GP050VX or Equivalent	$ No BID
		Trade-In Value
	Trade-In Value for used & flood-damaged: Clark Model: C500-YS60 (SN: Y355-1362-4324-1081)	$ No BID
	Total Bid Price (Minus Trade-In Value) $ No BID	
	Projected Delivery Lead Time from Date of Purchase:	No BID weeks
	Equivalent Item Description (Make & Model) for Item No. 11:	

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Jefferson Co DD6

Address: 6550 Walden Rd

Contact Person and Title: Steve Hubert Fleet Mgr

Phone: 409-842-1818 Fax:

Email Address: Contract Period:

Scope of Work:

REFERENCE TWO

Government/Company Name: TBCD

Address: 120 Broadway, Winnie Tx

Contact Person and Title: Jerry Shadow - GM

Phone: 409-296-3620 Fax:

Email Address: Contract Period:

Scope of Work:

REFERENCE THREE

Government/Company Name: JBB Co Pct 3

Address: 5700 Jade Ave

Contact Person and Title: Juan Castillo

Phone: 409-736-2851 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.

Mustang CAT
Bidder (Entity Name)

7990 Eastex Fwy
Street & Mailing Address

Beaumont TX 7708
City, State & Zip

409-201-9500
Telephone Number

E-mail Address

Signature

Steven Lewis
Print Name

Date Signed

Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Mustang CAT

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

9/20/19

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with vendor named in item 3

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☒ Yes ☐ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes	☐ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☐ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☐ No	3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☐ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
☐ Yes	☐ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	☐ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Stojan de Leon	
Printed Name of Authorized Representative	Signature
Sales Rep	1/22/18
Title	Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF TX COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Stevan De leon (name), who

after being by me duly sworn, did depose and say:

"I, Stevan De Leon (name) am a duly authorized officer of/agent

for Mustang Cat (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Mustang Cat (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: MUSTANG CAT

7990 EASTEX Fwy, BEAUMONT TX 77708

Fax: _____ Telephone# 409-201-9500

by: Stevan de Leon (print name) Title: _____

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

Stevan de Leon on

this the 22nd day of January, 2018.

DELY G BARRERA NOTARY PUBLIC STATE OF TEXAS NOTARY ID 12989876-1 7/24/2018

Notary Public in and for

the State of Texas

Bidder Shall Return Completed Form with Offer.

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 SHOE 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

0P9003	LANE 3 ORDER
0P1939	ANTIFREEZE WINDSHIELD WASHER
0P2265	ROLL ON-ROLL OFF
0P3978	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.

Steyan de Leon - Sales Rep

Print Name & Title Above

Signature

1/22/18

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, D5K 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.

Steven de Low Sales Rep

Print Name & Title Above

Signature

1/22/19

Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

APPENDIX E

Technical Specifications: Wheel Loader

On Off Compare

Units US Metric

Print Specification Download Specification

Collapse All Specifications

Doosan DL220-5

Configuration	US10	US20
Engine		
Model	DL06	
Rated Flywheel Power (Gross)	160 hp @ 2,100 rpm	
Rated Horse Power (Net)	160 hp @ 2,100 rpm	
Max. Torque (Net)	542 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 cm³	
Hydraulic System		
Main Pump: Displacement	74 cm³/rev	
System Pressure: Work	254.93 kgf/cm²	
Boom Speed - Up (Loaded)	6 s (±0.5 s)	
Boom Speed - Down	3.5 s (±0.4 s)	
Bucket Speed - Dump	1.2 s (±0.3 s)	
Main Pump: Max. Flow Rate (each)	40.95 gal/min	
Main Pump: Quantity	1	
Main Pump: Main Relief Pressure	250 bar	
Total Cycle Time	10.7 s (±0.3 s)	
Undercarriage		
Tire Size	20.5-R25 (L3)	
Tread Width	6' 4"	
Travel System/Drive Mechanism		
Travel performance: Gradeability	30° @ 58 %	
Travelingperformance: Max. Tractive Effort	24,692 lb	
Weights		
Operating Weight	27,381 lb	28,296 lb
Dimensions		
Bucket Capacity	2.3 m³	2.3 m³
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.

Steven de Leon - Sales Rep
Print Name & Title Above

Signature

1/22/19
Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

MUSTANG CAT
P.O. Box 1373
Houston, Texas 77251-1373

[redacted]

HEAVY EQUIPMENT FOR SEFFORSON #3

RECEIVED 09:04 AM JAN 23 2018

RECEIVED 09:05 AM JAN 23 2018

Hand-delivered Received 9:05 AM 1/23/18 gw

BID NO: IFB 17-047 (R1)

– "ORIGINAL BID" –

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

December 18, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-047/JW, Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey) for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: **Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)**

BID NO: **IFB 17-047/JW**

DUE DATE/TIME: **11:00 AM CDT, Tuesday, January 23, 2018**

MAIL OR DELIVER TO: **Jefferson County Purchasing Department**
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Jason Castille, Precinct No. 3 Superintendent at 409-736-2851 or pct3sc@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – December 20, 2017 & December 27, 2017

IFB 17-047/JW
Heavy Equipment for Jefferson County Precinct No. 3
(To Replace Unrepairable Equipment Damaged by Hurricane Harvey)
Bids due: 11:00 AM CDT, Tuesday, January 23, 2018

Table of Contents

Table of Contents 1
Instructions to Bidders 2
General Conditions of Bidding and Terms of Contract 6
Special Requirements/Instructions 16
Minimum Specifications 20
Bidder Information Form 27
Offer to Contract Form 28
Acceptance of Offer Form 29
Bid Form 30
Vendor References Form 37
Signature Page 38
Conflict of Interest Questionnaire 39
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY) 40
Good Faith Effort Determination Checklist 41
Notice of Intent 42
HUB Subcontracting Participation Declaration Form 43
Residence Certification/Tax Form 47
Bid Affidavit 48
Technical Specifications ..... APPENDICES A-K

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

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2017:

December 25 & 26	Monday & Tuesday	Christmas

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 a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County,

and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the

Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract

will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.5 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.7 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.8 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.9 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.10 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.11 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.12 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/.
The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance and applicable endorsements.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

General Liability, including Products	$1,000,000
Business Auto Liability	$1,000,000
Cargo / Transit Coverage	Replacement Cost Value of Equipment Purchased
Excess Liability	$1,000,000
Workers' Compensation	Statutory Coverage

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Jason Castille, with Jefferson County Precinct No. 3 at pct3sc@co.jefferson.tx.us. Please reference bid number IFB 17-047/JW.

Scope

Jefferson County is soliciting bids for heavy equipment to replace equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

BRAND REFERENCE

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

The technical specifications shown **(APPENDICES A - K)** are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

▪ Bid Item 1: Reclaimer/Stabilizer:

One (1) BOMAG Model: RS-360 Reclaimer/Stabilizer or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Reclaimer/Stabilizer is to be complete with All Standard Equipment as listed in the technical specifications including Cummins Tier 4 Final Engine (or equivalent). Optional equipment should include ROPS/FOPS and Working Headlights.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery of equipment; with this warranty to cover the Full Machine.

For full technical specifications for this bid item, see **APPENDIX A.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX A.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** BOMAG MPH-100R (SN: 85489) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 2. Motor Grader:

One (1) Mustang CAT Model: 120M2 Motor Grader or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

For full technical specifications for this bid item, see **APPENDIX B.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX B.

Warranty Term for this equipment (included, without additional cost) should be at least: (5) five calendar years from the date of delivery of equipment. The first year of warranty should cover the powertrain and hydraulics for an unlimited amount of hours; with warranty years 2-5 to cover 3,000 hours for powertrain and hydraulics.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** 1998 Champion Motor Grader Model 710 A towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 3. Dozer (Referred to as Tractor by Manufacturer):

One (1) Mustang CAT Model: D5K2 LGP CA Tractor (Dozer) or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

For full technical specifications for this bid item, see **APPENDIX C.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX C.

Warranty Term for this equipment (included, without additional cost) should be at least: (5) five calendar years from the date of delivery of equipment. The first year of warranty should cover the powertrain and hydraulics for an unlimited amount of hours; with warranty years 2-5 to cover 3,000 hours for powertrain and hydraulics.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** 1997 Komatsu D58P towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 4. Pneumatic Roller:

One (1) BOMAG Model: BW11RH-5 Pneumatic Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Pneumatic Roller is to be complete with All Standard Equipment including ROPS/FOPS, Water Sprinkler System, Rotary Beacon, and Additional Ballast to 2,313 lbs., Cocoa Mats and Back-Up Alarm.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX D.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX D.

Trade In: Jefferson County will be trading in a used and **flood-damaged** Dynapac CP142 (SN: 1000-500C0B000882) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 5. Wheel Loader:

One (1) DOOSAN Model: DL220-5 Wheel Loader or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Wheel Loader is to be complete with All Standard Equipment including Triangle Radials, Load Isolation, Hydraulic Coupler, Bucket, 96" X 72" Forks and Additional Counterweight.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/5,000 hour warranty that covers the powertrain and hydraulics.

For full technical specifications for this bid item, see **APPENDIX E.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX E.

Trade-In: Jefferson County will be trading in used and **flood-damaged** John Deere 544H (SN: DW544HX57290) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 6. Vibratory Tandem Roller:

One (1) BOMAG Model: BW161AD-5 Vibratory Tandem Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Vibratory Tandem Roller is to be complete with All Standard Equipment including 90 degree swivel seat unit, Economizer, ROPS, Temperature Gauge, and Joint with Crabwalk.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX F.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX F.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** CAT CB534-C (SN: 5HN00552) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 7. Single Drum Padfoot Roller:

One (1) BOMAG Model: BW211PD-5 84" Single Drum Padfoot Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Single Drum Padfoot Roller is to be complete with All Standard Equipment including Magnetic Flashing Beacon.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX G.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX G.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** BOMAG BW213DH-40 (SN: 901582561088) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 8 (A). Hydraulic Excavator:

One (1) Gradall XL3100 Hydraulic Excavator or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery (in service date) of equipment or 1,500 hours – whichever comes first.

Manufacturer should repair or replace, at its option, any factory-installed part that is defective in materials or workmanship under normal use. Any needed part replacements will be made using new or remanufactured parts. This Limited Warranty is limited to repairing or replacing, at the Manufacturer's option, any part proven defective under normal use; provided that the product has been properly registered with the Manufacturer within thirty days after the in-service date and that all required reports are current. The warranty period begins on the product's in-service date, which is the first date the unit is delivered to an end-user (the "Owner"), for purchase. This Warranty is to extend only to the Original Purchase and will be Non-Transferable. This Limited Warranty may subject to those limitations and exclusions.

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:
• Keeping an Operator/Safety Manual available to the operator of the product.
• Using the product in accordance with the Operator/Safety Manual.
• Releasing the product for warranty work.
• Reporting accidents immediately to Manufacturer
• Using the product for safe, approved applications and using only approved accessories.
• Complying with factory initiated Field Campaigns.
• Using only approved components for maintenance and replacement parts.
• Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

What Is Not Covered
• Parts associated with unit maintenance are not warranted beyond (1) one year of the product's in-service date.
• Items subject to normal wear and tear, noise, vibration, or deterioration are not warranted.
• This Limited Warranty does not cover damage caused by abusive usage or extreme applications.
• Any operation beyond the rated capacity or the improper use or application of the product or the substitution of parts not approved by Manufacturer or the failure to release the product for warranty work.
• Tires, engines and batteries are warranted by the applicable Manufacturer.
• Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals or other forms of impact, industrial fallout or pollution,or previous repair.
• External surface rust left unrepaired due to neglect of the product.
• Chassis not manufactured by the Manufacturer

For full technical specifications for this bid item, see **APPENDIX H.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Gradall G3WD towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 8 (B). Hydraulic Excavator:

One (1) Gradall XL3100 Hydraulic Excavator or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery (in service date) of equipment or 1,500 hours – whichever comes first.

Manufacturer should repair or replace, at its option, any factory-installed part that is defective in materials or workmanship under normal use. Any needed part replacements will be made using new or remanufactured parts. This Limited Warranty is limited to repairing or replacing, at the Manufacturer's option, any part proven defective under normal use; provided that the product has been properly registered with the Manufacturer within thirty days after the in-service date and that all required reports are current. The warranty period begins on the product's in-service date, which is the first date the unit is delivered to an end-user (the "Owner"), for purchase. This Warranty is to extend only to the Original Purchase and will be Non-Transferable. This Limited Warranty may subject to those limitations and exclusions.

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:
- Keeping an Operator/Safety Manual available to the operator of the product.
- Using the product in accordance with the Operator/Safety Manual.
- Releasing the product for warranty work.
- Reporting accidents immediately to Manufacturer
- Using the product for safe, approved applications and using only approved accessories.
- Complying with factory initiated Field Campaigns.
- Using only approved components for maintenance and replacement parts.
- Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

What Is Not Covered
- Parts associated with unit maintenance are not warranted beyond (1) one year of the product's in-service date.
- Items subject to normal wear and tear, noise, vibration, or deterioration are not warranted.
- This Limited Warranty does not cover damage caused by abusive usage or extreme applications.
- Any operation beyond the rated capacity or the improper use or application of the product or the substitution of parts not approved by Manufacturer or the failure to release the product for warranty work.
- Tires, engines and batteries are warranted by the applicable Manufacturer.
- Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals or other forms of impact, industrial fallout or pollution,or previous repair.
- External surface rust left unrepaired due to neglect of the product.
- Chassis not manufactured by the Manufacturer

For full technical specifications for this bid item, see **APPENDIX H.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Gradall XL3100 towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 9. Tractor:

One (1) John Deere 5065E Utility Tractor OOS 4WD or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for this equipment: Warranty term for this equipment (included without additional cost) should be at least: (2) two calendar years/or 2,000 hours from the date of delivery of equipment or whichever comes first, with the warranty to cover powertrain and components as described below in Paragraphs A & B.

A. WHAT IS WARRANTED – Subject to Paragraph B, all parts of any new Equipment are to be warranted for the time period or number of operating hours as specified. Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty- Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by the Manufacturer.

B. ITEMS COVERED SEPARATELY- (1) Tires, rubber tracks and batteries; When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

For full technical specifications for this bid item, see **APPENDIX I.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX I.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Ford 5000 Tractor towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 10. Tractor with Side Mower:

One (1) John Deere 5085E Utility Tractor Cab 4WD with Alamo Side Mower or Equivalents to replace similar pieces of equipment that were damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for Tractor: Warranty term for this equipment (included without additional cost) should be at least: (2) two calendar years/or 2,000 hours from the date of delivery of equipment or whichever comes first, with the warranty to cover powertrain and components as described below in Paragraphs A & B.

A. WHAT IS WARRANTED – Subject to Paragraph B, all parts of any new Equipment are to be warranted for the time period or number of operating hours as specified. Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty- Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by the Manufacturer.

B. ITEMS COVERED SEPARATELY- (1) Tires, rubber tracks and batteries; When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

Warranty term for Side Mower: Warranty term for this equipment (included, without additional cost) should be at least: Manufacturer's Warranty for (1) calendar year from the date of delivery of equipment.

For full technical specifications for this bid item, see **APPENDIX J.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX J.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Case 685 Tractor with Alamo Versa Side Mower towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 11. Pneumatic Tire Forklift:

One (1) Yale Veracitor Pneumatic Tire Forklift Model GP050VX or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for this equipment (included, without additional cost) should be at least: (1) calendar year from the date of the delivery of equipment or 2,000 Hours to include Manufacturer's Warranty coverage; to include a (3) three-year/6,000 hour warranty to cover the powertrain.

For full technical specifications for this bid item, see **APPENDIX K.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX K.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Clark Model: C500-YS60 (SN: Y355-1362-4324-1081) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: (IFB 17-047/JW), Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)

Bidder's Company/Business Name: R. B. EVERETT & COMPANY

Bidder's TAX ID Number: 74-0615140

Contact Person: DEAN HENDERSON **Title:** VICE PRESIDENT

Phone Number (with area code): 281-991-8161

Alternate Phone Number if available (with area code):

Fax Number (with area code): 281-991-5967

Email Address: dhenderson@rbeverett.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

P. O. BOX 7300 Physical: 8211 Red Bluff Rd.
Address Pasadena, Texas 77507
PASADENA, TEXAS 77508
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): 0 _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

R. B. EVERETT & COMPANY
Company Name

P. O. BOX 7300
Address

PASADENA TX 77508
City State Zip

Signature of Person Authorized to Sign

DEAN HENDERSON
Printed Name

VICE PRESIDENT
Title

For clarification of this offer, contact:

DEAN HENDERSON
Name

281-991-8161 281-991-5967
Phone Fax

dhenderson@rbeverett.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

HEAVY EQUIPMENT FOR JEFFERSON COUNTY PRECINCT NO. 3 (TO REPLACE UNREPAIRABLE EQUIPMENT DAMAGED BY HURRICANE HARVEY)

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 17-047/JW, Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey). The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

The technical specifications shown **(APPENDICES A - K)** are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

FOR EACH ITEM BID, BIDDER MUST COMPLETE, SIGN, & DATE FORM LOCATED ON THE LAST PAGE OF THE ITEM'S CORRESPONDING APPENDIX.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Item No.	Item Description	Bid Price
1	**BOMAG Model RS-360 Reclaimer/Stabilizer or Equivalent**	$354,069 . 00
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG MPH100-R (SN: 85489)		$ 2,500 . 00
Total Bid Price (Minus Trade-In Value) $ 351,569 . 00		
Projected Delivery Lead Time from Date of Purchase:	4 to 6 **weeks**	
Equivalent Item Description (Make & Model) for Item No. 1: BOMAG MODEL RS-360 RECLAIMER/STABILIZER		

Bid Form (Continued)

Item No.	Item Description	Bid Price
2	**Mustang CAT Model 120M2 Motor Grader or Equivalent**	$ NO BID ____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: 1998 Champion Motor Grader Model 710 A		$ ____ . ____
Total Bid Price (Minus Trade-In Value) $ ____ . ____		
Projected Delivery Lead Time from Date of Purchase:	____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 2: ____		

Item No.	Item Description	Bid Price
3	**Mustang CAT Model D5K2 LGP CA Tractor (Dozer) or Equivalent**	$ NO BID ____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: 1997 Komatsu D58 P		$ ____ . ____
Total Bid Price (Minus Trade-In Value) $ ____ . ____		
Projected Delivery Lead Time from Date of Purchase:	____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 3: ____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
4	BOMAG Model BW11RH-5 Pneumatic Roller or Equivalent	$ 82,001 . 00
		Trade-In Value
Trade-In Value for used & flood-damaged: Dynapac CP142 (SN: 1000-500C0B000882)		$ 5,000 . 00
Total Bid Price (Minus Trade-In Value) $ 77,001 . 00		
Projected Delivery Lead Time from Date of Purchase:	6 weeks	
Equivalent Item Description (Make & Model) for Item No. 4: BOMAG MODEL BW11RH-5 PNEUMATIC ROLLER		

Item No.	Item Description	Bid Price
5	DOOSAN Model DL220-5 Wheel Loader or Equivalent	$ 140,115 . 00
		Trade-In Value
Trade-In Value for used & flood-damaged: John Deere 544H (SN: DW544HX57290)		$ 15,250 . 00
Total Bid Price (Minus Trade-In Value) $ 124,865 . 00		
Projected Delivery Lead Time from Date of Purchase:	2 weeks	
Equivalent Item Description (Make & Model) for Item No. 5: DOOSAN MODEL DL220-5 WHEEL LOADER		

Bid Form (Continued)

Item No.	Item Description	Bid Price
6	**BOMAG Model BW161AD-5 Vibratory Tandem Roller or Equivalent**	$ 135,955 . 00
		Trade-In Value
Trade-In Value for used & flood-damaged: CAT CB534-C (SN: 5HN00552)		$ 1,250 . 00
Total Bid Price (Minus Trade-In Value) $ 134,705 . 00		
Projected Delivery Lead Time from Date of Purchase:	4 to 6 **weeks**	
Equivalent Item Description (Make & Model) for Item No. 6: BOMAG MODEL BW161AD-5 VIBRATORY TANDEM ROLLER		

Item No.	Item Description	Bid Price
7	**BOMAG Model BW211PD-5 84" Single Drum Padfoot Roller or Equivalent**	$ 116,344 . 00
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG BW213DH-40 (SN: 901582561088)		$ 10,250 . 00
Total Bid Price (Minus Trade-In Value) $ 106,094 . 00		
Projected Delivery Lead Time from Date of Purchase:	2 to 3 **weeks**	
Equivalent Item Description (Make & Model) for Item No. 7: BOMAG BW211PD-5 86" SINGLE DRUM PADFOOT ROLLER		

Bid Form (Continued)

Item No.	Item Description	Bid Price
8 (A).	Gradall XL3100 Hydraulic Excavator or Equivalent	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall G3WD		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ weeks	
Equivalent Item Description (Make & Model) for Item No. 8 (A): _____		

Item No.	Item Description	Bid Price
8 (B).	Gradall XL3100 Hydraulic Excavator or Equivalent	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall XL3100		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ weeks	
Equivalent Item Description (Make & Model) for Item No. 8 (B): _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
9	John Deere 5065E Utility Tractor OOS 4WD or Equivalent	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Ford 5000 Tractor		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ weeks	
Equivalent Item Description (Make & Model) for Item No. 9: _____		

Item No.	Item Description	Bid Price
10	John Deere 5085E Utility Tractor Cab 4WD (with Alamo Side Mower) or Equivalent	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Case 685 Tractor with Alamo Versa Side Mower		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ weeks	
Equivalent Item Description (Make & Model) for Item No. 10: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
11	**Yale Veracitor Pneumatic Tire Forklift Model GP050VX or Equivalent**	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Clark Model: C500-YS60 (SN: Y355-1362-4324-1081)		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 11: _____		

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: CHAMBERS COUNTY ROAD & BRIDGE

Address: P. O. DRAWER H, ANAHUAC, TEXAS 77514

Contact Person and Title: BOBBY HALL, COUNTY ENGINEER

Phone: 409-673-0220 Fax: 409-267-4499

Email Address: bhall@co.chambers.tx.us Contract Period: 8:00 AM - 5:00 PM Monday/Thursday

Scope of Work: ROAD & BRIDGE BUILDING

REFERENCE TWO

Government/Company Name: CITY OF JASPER, TX - PUBLIC WORKS

Address: P. O. BOX 610, JASPER, TEXAS 75951

Contact Person and Title: WADE PECK, ASSISTANT PUBLIC WORKS DIRECTOR

Phone: 409-594-7333 Fax: 409-383-6138

Email Address: wpeek@jaspertx.org Contract Period: 8:00AM - 5:00 PM Monday/Thursday

Scope of Work: ROAD & BRIDGE BUILDING

REFERENCE THREE

Government/Company Name: ORANGE COUNTY ROAD & BRIDGE

Address: 11475-D FM 1442, ORANGE, TEXAS 77630

Contact Person and Title: MIKE JAMES, SUPT. ROAD & BRIDGE

Phone: 409-988-4108 Fax:

Email Address: mjames@co.orange.tx.us Contract Period: 8:00 AM - 5:00 PM Monday/Thursday

Scope of Work: ROAD & BRIDGE BUILDING

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... **Yes** [X] **No** [ ]

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

R. B. EVERETT & COMPANY
Bidder (Entity Name)

Signature

P. O. BOX 7300 (8211 Red Bluff Rd.)
Street & Mailing Address (Pasadena, Tx 77507)

DEAN HENDERSON
Print Name

PASADENA, TEXAS 77507
City, State & Zip

1-22-18
Date Signed

281-991-8161
Telephone Number

281-991-5967
Fax Number

dhenderson@rbeverett.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Dean Henderson

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

Name of Officer

This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

Jefferson County is an assigned account in a sales territory

4

Dean Henderson — Signature of vendor doing business with the governmental entity

1-22-18 — Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No "NOT APPLICABLE" CONSTRUCTION EQUIPMENT

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

Dean Henderson
Printed Name of Authorized Representative

Dean Henderson
Signature

Vice President
Title

1/22/18
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 "NOT APPLICABLE" CONSTRUCTION EQUIPMENT

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No "NOT APPLICABLE" CONSTRUCTION EQUIPMENT

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☒ Other: "NOT APPLICABLE" CONSTRUCTION EQUIPMENT

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): DEAN HENDERSON

Title: VICE PRESIDENT

Signature: Dean Henderson

Date: 1/22/18

E-mail address: dhenderson@rbeverett.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that R. B. EVERETT & COMPANY [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	74-0615140
Company Name submitting bid/proposal:	R. B. EVERETT & COMPANY
Mailing address:	P. O. BOX 7300, PASADENA, TEXAS 77508
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**
NONE	NONE

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF TEXAS COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS,

on this day personally appeared DEAN HENDERSON (name), who

after being by me duly sworn, did depose and say:

"I, DEAN HENDERSON (name), am a duly authorized officer of/agent

for R. B. EVERETT & COMPANY (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said R. B. EVERETT & COMPANY (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: R. B. EVERETT & COMPANY

P. O. BOX 7300, PASADENA, TEXAS 77508

Fax: 281-991-5967 Telephone# 281-991-8161

by: DEAN HENDERSON (print name) Title: VICE PRESIDENT

Signature: Dean Henderson

SUBSCRIBED AND SWORN to before me by the above-named DEAN HENDERSON on

this the 22ND day of JANUARY, 2018.

Rita Webb
Notary Public, State of Texas
My Commission Expires
October 15, 2019

Notary Public in and for
the State of TEXAS

Bidder Shall Return Completed Form with Offer.

APPENDIX A

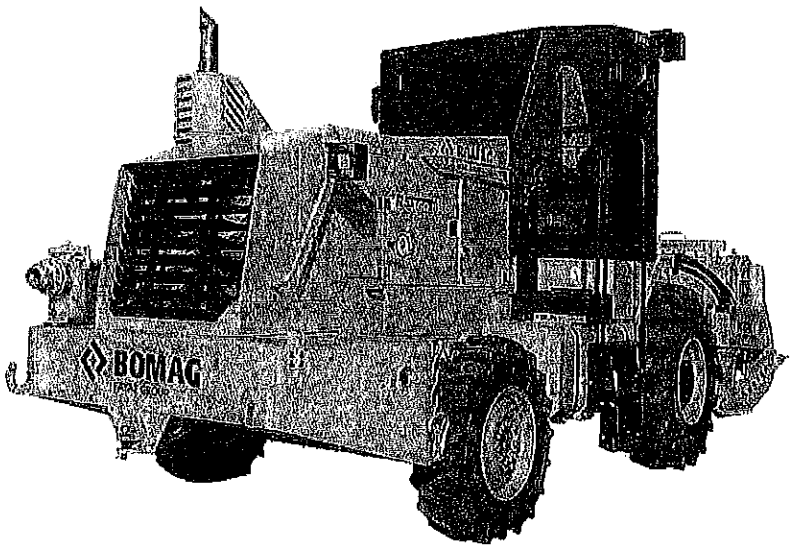
Technical Specifications: Reclaimer/Stabilizer

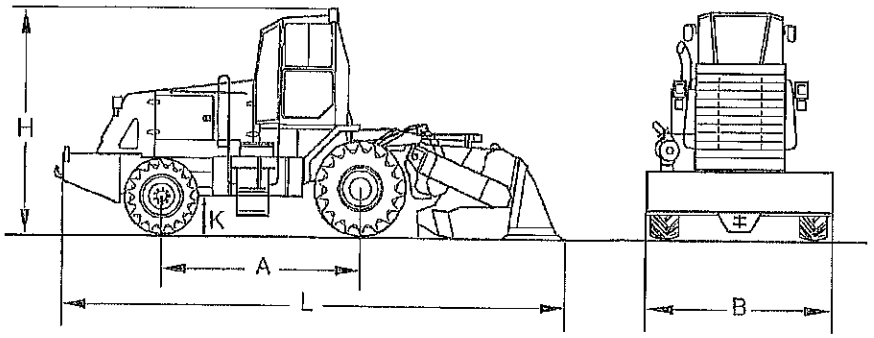
BOMAG
FAYAT GROUP

TECHNICAL DATA

STABILIZERS/ RECYCLERS

RS 360





Dimensions in in

	A	B	H	K	L
RS 360	129.0	115.0	136.0	19.0	331.0

Shipping dimensions in cub.yd

RS 360	112,571

Technical Data		BOMAG RS 360
Weights		
Operating weight CECE	lb	39.000
Axle load, front CECE	lb	10.803
Axle load, rear CECE	lb	28.197
Dimensions		
Track radius, inner	in	252,0
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		28LRx26-165Lİ
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.

DEAN HENDERSON, VICE PRESIDENT

Print Name & Title Above

Signature

1/22/18

Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

BOMAG
FAYAT GROUP

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 SHOE 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

0P9003	LANE 3 ORDER
0P1939	ANTIFREEZE WINDSHIELD WASHER
0P2265	ROLL ON-ROLL OFF
0P3978	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, D5K LGP

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 3: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX C) & the bid specifications.

_____

Print Name & Title Above

_____ _____

Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

APPENDIX D

Technical Specifications: Pneumatic Roller

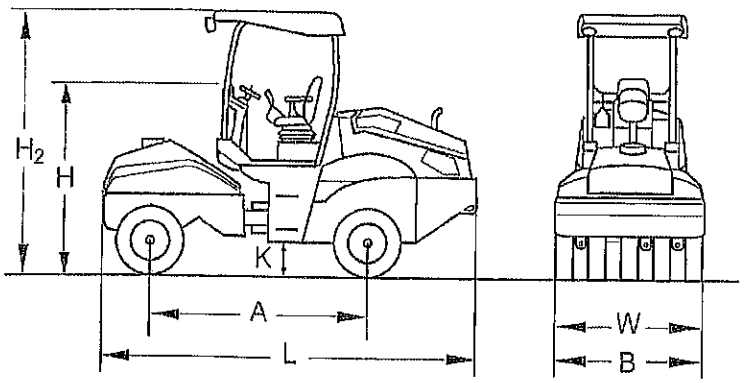
BOMAG
FAYAT GROUP

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	without ROPS	with ROPS
BW 11 RH-5	20.865	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
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.

DEAN HENDERSON, VICE PRESIDENT
Print Name & Title Above

Signature

1/22/18
Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

APPENDIX E

Technical Specifications: Wheel Loader

On Off Compare

Units US Metric

Print Specification Download Specification

Collapse All Specifications

Doosan DL220-5

Configuration	US10	US20

Engine

Model	DL08
Rated Flywheel Power (Gross)	180 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 cm³

Hydraulic System

Main Pump: Displacement	74 cm³/rev
System Pressure: Work	264.93 kgf/cm²
Boom Speed - Up (Loaded)	6 s (±0.5 s)
Boom Speed - Down	3.5 s (±0.4 s)
Bucket Speed - Dump	1.2 s (±0.3 s)
Main Pump: Max. Flow Rate (each)	40.95 gal/min
Main Pump: Quantity	1
Main Pump: Main Relief Pressure	250 bar
Total Cycle Time	10.7 s (±0.3 s)

Undercarriage

Tire Size	20.5-R25 (L3)
Tread Width	6' 4"

Travel System/Drive Mechanism

Travel performance: Gradeability	30° @ 58 %
Travelingperformance: Max. Tractive Effort	24,692 lb

Weights

Operating Weight	27,381 lb	28,296 lb

Dimensions

Bucket Capacity	2.3 m³	2.3 m³
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	6.29 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.

DEAN HENDERSON, VICE PRESIDENT

Print Name & Title Above

Signature

1/22/18

Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

APPENDIX F

Technical Specifications: Vibratory Tandem Roller

BOMAG
FAYAT GROUP

Tandem Vibratory Rollers

BW161AD-5 HF, BW190AD-5 HF

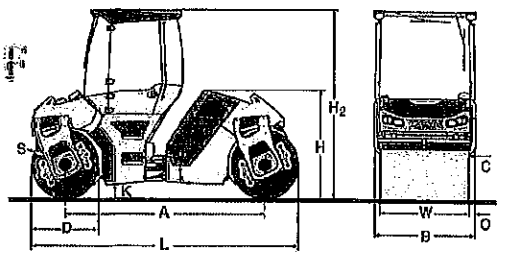


KEY FEATURES	
• 2 Amplitudes / 2 Frequencies	• Visible sightlines to drum edge
• Kubota Tier 4i engine	• Open operator's platform
• ECOMODE	• 180 degree swivel operator's seat
• ECONOMIZER option	• Crab walk option

www.bomag.com/us

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		BOMAG BW161AD-5 HF	BOMAG BW190AD-5 HF
Weights			
Operating weight with ROPS	lb (kg)	21600 (9800)	26120 (11850)
Operating weight with cab	lb (kg)	22045 (10000)	26560 (12050)
Drive			
Engine manufacturer		Kubota	Kubota
Type		V3800 CR-TI	V3800 CR-TI
Emission stage		Tier 4i	Tier 4i
Cooling		water	water
Number of cylinders		4	4
Performance ISO 14396	hp (kW)	114 (85)	114 (85)
Speed	rpm	2600	2600
Electric equipment	V	12	12
Brakes			
Service brake		hydrost.	hydrost.
Parking brake		multi disc	multi disc
Steering			
Steering system		oscil. artic.	oscil. artic.
Track radius, inner	in (mm)	192.1 (4900)	186.8 (4745)
Lateral displacement right/left (crab steer option)	in (mm)	6.7 (170)	6.7 (170)s
Exciter system			
Vibrating drum		front + rear	front + rear
Automatic vibration shut off		standard	standard
Frequency	vpm (Hz)	3000/4200 (50/70)	3000/4200 (50/70)
Amplitude	in (mm)	0.023/0.010 (0.6/0.26)	0.036/0.013 (0.91/0.33)
Centrifugal force	lb (kN)	22706/19109 (101/85)	39791/27876 (177/124)
Capacities			
Fuel	g (l)	38.3 (145)	38.3 (145)
Water	g (l)	198.1 (750)	198.1 (750)

Technical modifications reserved. Machines may be shown with options.

www.bomag.com/us

BOMAG
FAYAT GROUP

[redacted]

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.

DEAN HENDERSON, VICE PRESIDENT
Print Name & Title Above

Signature

1/22/18
Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

APPENDIX G

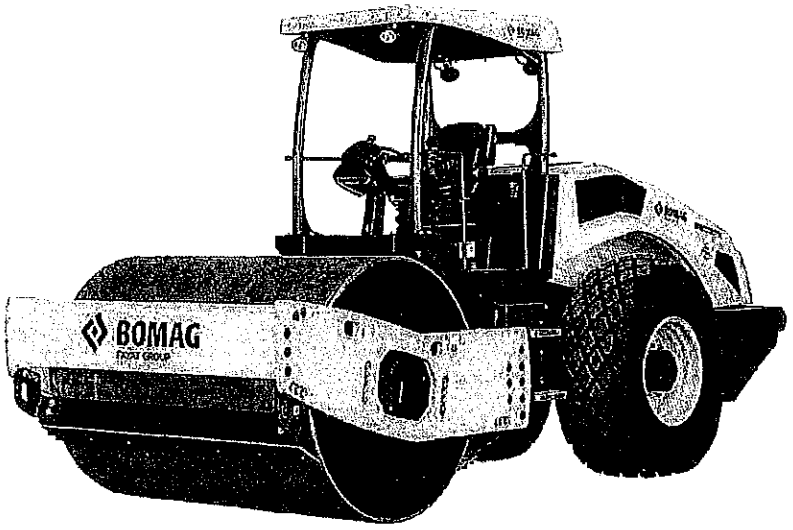
Technical Specifications: Single Drum Padfoot Roller

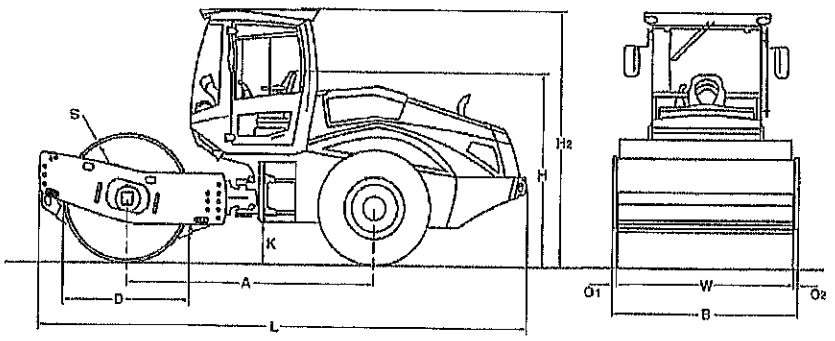
BOMAG
FAYAT GROUP

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	without ROPS	with ROPS
BW 211 D-5	39,405	52,112
BW 211 PD-5	39,405	52,112

Machine type	Compaction output (cub.yd/h)			
	Rock fill	Gravel, sand	Mixed soil	Silt, clay
BW 211 D-5	523.2-1046.4	353.1-706.3	287.7-575.5	143.9-287.7
BW 211 PD-5	523.2-1046.4	353.1-706.3	287.7-575.5	209.3-418.5

Machine type	Compacted layer thickness (in)			
	Rock fill	Gravel, sand	Mixed soil	Silt, clay
BW 211 D-5	27.6	19.7	15.7	7.9
BW 211 PD-5	27.6	19.7	15.7	9.8

Technical Data		BOMAG BW 211 D-5	BOMAG BW 211 PD-5
Weights			
Grosswelght	lb	28,418	28,109
Operating weight CECE w. ROPS-cabin	lb	23,369	26,676
Axle load, drum CECE	lb	12,500	15,807
Axle load, wheels CECE	lb	10,869	10,869
Static linear load CECE	lb/in	149.1	
Dimensions			
Working width	in	83.9	83.9
Track radius, inner	in	144.9	144.9
Driving Characteristics			
Speed (1)	mph	0- 3.1	0- 3.1
Speed (2)	mph	0- 3.7	0- 3.7
Speed (3)	mph	0- 5.0	0- 5.0
Speed (4)	mph	0- 6.8	0- 6.8
Max. gradeability without/with vibr.	%	51/48	54/51
Drive			
Engine manufacturer		Deutz	Deutz
Type		TCD 3.6 L4	TCD 3.6 L4
Emission stage		4/4	4/4
Cooling		Liquid	Liquid
Number of cylinders		4	4
Performance ISO 3046	hp	127.4	127.4
Performance SAE J 1995	hp	128.0	128.0
Speed	min-1	2,000	2,000
Fuel		diesel	diesel
Electric equipment	V	12	12
Drive system		hydrost.	hydrost.
Drum driven		standard	standard
Drums and Tyres			
Number of pad feet			150
Area of one pad foot	sq.in		21.2
Height of pad feet	in		3.9
Tyre size		23.1-26 12PR	23.1-26 12PR
Brakes			
Service brake		hydrost.	hydrost.
Parking brake		hydromec.	hydromec.
Steering			
Steering system		oscil.artic.	oscil.artic.
Steering method		hydrost.	hydrost.
Steering / oscillating angle +/-	deg	35/12.0	35/12.0
Exciter system			
Drive system		hydrost.	hydrost.
Frequency	vpm	1,800/2,040	1,800/2,040
Amplitude	in	0.077/0.039	0.067/0.035
Centrifugal force	lb	53,954/35,520	64,071/43,613
Centrifugal force	t	24.5/16.1	29.1/19.8
Capacities			
Fuel	gal	66.0	66.0

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.

DEAN HENDERSON, VICE PRESIDENT

Print Name & Title Above

1/22/18

Date

Signature

List additional features (not listed within this appendix) for the piece of equipment being bid below:

APPENDIX H

Technical Specifications: Hydraulic Excavator

Technical Specifications
Gradall Hydraulic Excavator

NEW 2017 GRADALL XL3100 TRK MNTD EXCVTR Gradall
XL3100
Air Conditioning
Aux Hydraulic Plumbing
24v LED Upper Work Lights
G-296 385/65R22.5 Front Tires
60in Bucket
24v LED Upper Beacon w/ Limb Guard
Equipped with the Following
Options Left Hand Rear Step
G-282 11R24.5 Rear Tires
Tilt Steering Column
Telescopic Boom with 220 Degree of Rotation (110 each way)

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 8 (A). : Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX H) & the bid specifications.

_____
Print Name & Title Above

_____ _____
Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

_____
_____
_____
_____
_____
_____
_____

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 8 (B). : Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX H) & the bid specifications.

_____
Print Name & Title Above

_____ _____
Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

_____
_____
_____
_____
_____
_____
_____

APPENDIX I

Technical Specifications: Tractor

JOHN DEERE

JOHN DEERE 5065E Utility Tractor OOS 4WD

Code	Description	Qty
1746LV	5065E Utility Tractor	1
	Standard Options - Per Unit	
0202	United States	1
0409	English Operator's Manual and Decal Kit	1
1381	12F/12R PowrReverser Transmission - 540/540E (PR)	1
1799	Less Loader Prep Package	1
2000	Open Operator Station	1
3420	Dual Mid Valves with Joystick Control	1
5185	16.9-28 In. 6PR R1 Bias	1
6040	Mechanical Front Wheel Drive (MFWD)	1
6101	9.5-24 In. 6PR R1 Bias	1

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 9: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX I) & the bid specifications.

_____
Print Name & Title Above

_____ _____
Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

_____
_____
_____
_____
_____
_____
_____

APPENDIX J

Technical Specifications: Tractor with Side Mower

JOHN DEERE

2017 JOHN DEERE 5085E Utility Tractor Cab 4WD

Code	Description	Qty
696BLV	5085E UTILITY TRACTOR	1
	Standard Options - Per Unit	
696BLV0409	5E FT4 PR ENGLISH OM	1
696BLV1381	5E FT4 12/12 TRANSMISSION	1
696BLV2050	5E FT4 CAB STD	1
696BLV2110	MECHANICAL SUSPENSION SEAT	1
696BLV3025	EXHAUST CORNER POST CAB	1
696BLV3320	DUAL REAR SCV	1
696BLV3420	DUAL MID SCV	1
696BLV5121	16.9-30 6PR R1	1
696BLV6040	FRONT AXLE MFWD	1
696BLV6111	11.2-24 6PR R1	1

Side Mower
Specifications

Tractor Model	5075E/5100E
Pick One	CAB
Pick One	4WD
Tire Sizes	12.4 24/ 18.4 30

Qty.	Item #	Description			
1	04950005	Versa Extreme Svc Arm			
1	02964876	60" Rot. head w/chains			
1		Mount Kit - 5085E/5100E Cab			
1	02963045	Mounting Svc. and Oil			

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 10: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX J) & the bid specifications.

_____
Print Name & Title Above

_____ _____
Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

_____
_____
_____
_____
_____
_____
_____

APPENDIX K

Technical Specifications: Pneumatic Tire Forklift

Yale
People. Products. Productivity.



MODEL: GP050VX

All trucks shown with optional equipment. Please refer to quotation specifications

Yale
People. Products. Productivity.

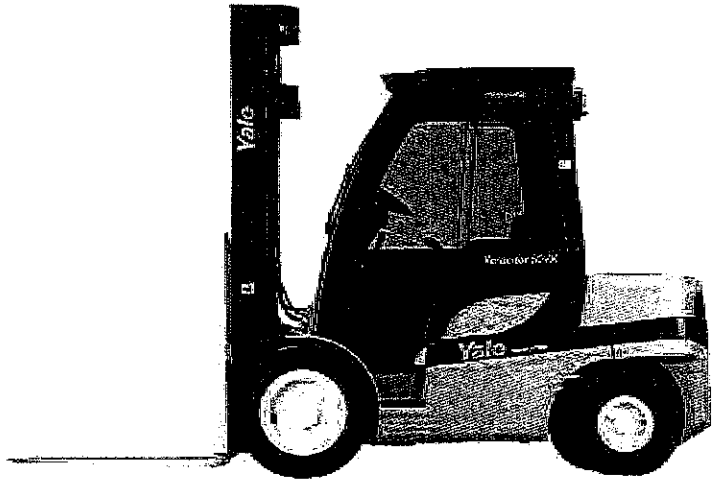
Included Items	Description
Model	Yale Veracitor Pneumatic Tire Forklift Model GP050VX: Nominal 5000 lb. capacity at 24" load center. Veracitor trucks feature Industrial Grade Critical Components that maximize productive value and economic life of the lift truck. Rugged powertrains and cooling systems 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.

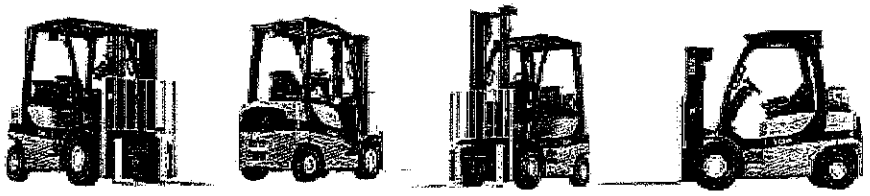
Yale
People. Products. Productivity.

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

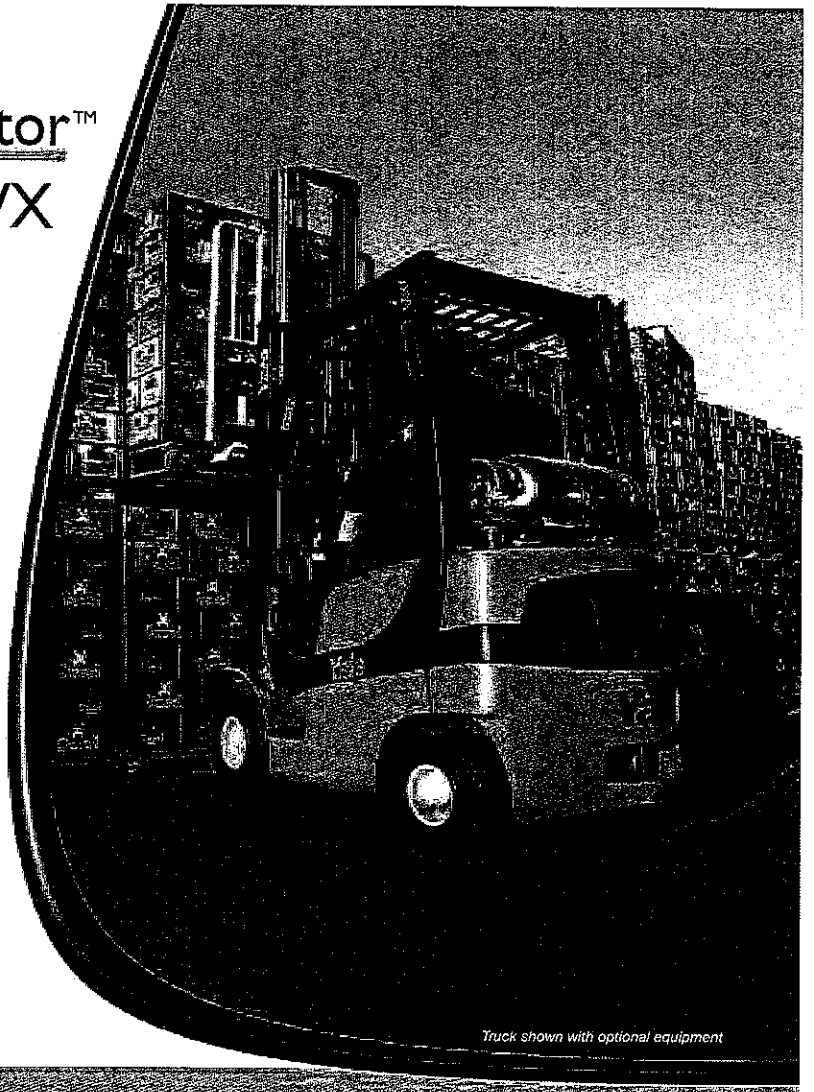
Sales • Rentals • Financing • Fleet Management
Parts • Service • Operator Training

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.

2219-2/06

Yale
People. Products. Productivity.

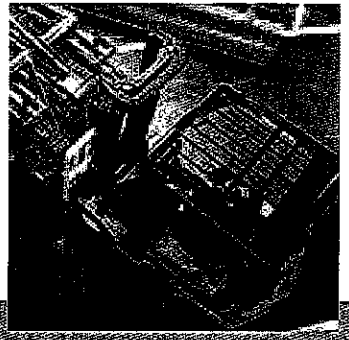
Veracitor™ VX Series

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 power-train protection system and enhanced monitoring increases long-term durability.

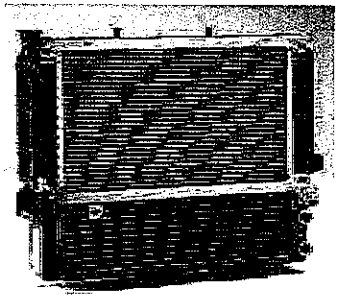
The Veracitor™ VX offers reliable electronics, including **sealed connectors**, allowing the entire truck to be pressure washed. Hall Effect sensors and switches in the key switch and direction lever have solid-state components that are magnetically operated and are 100% sealed from the environment.

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**

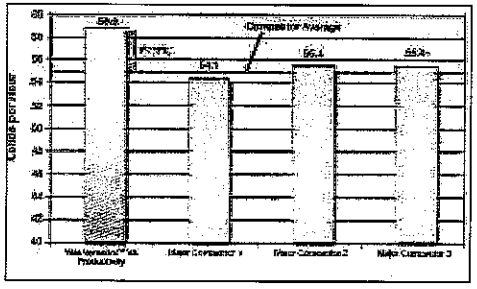
The Yale VX Series configurations are designed to meet and exceed your specific application requirements. The Yale Veracitor™ VX Series productivity cost savings are achieved through lower truck operating expenses, reduced labor costs, reduced operator overtime expense and additional savings with increased 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

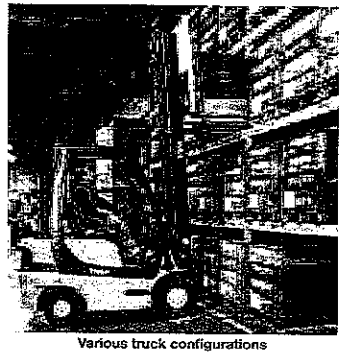


The **Yale VX Productivity truck** delivers maximum performance for medium to heavy-duty applications with state-of-the art features and industry leading power. The **Yale VX Value truck** provides excellent performance for standard and medium-duty applications and is optimized for the lowest hourly 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.

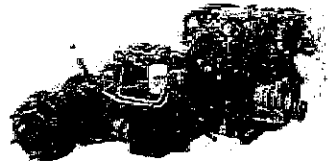
The Yale Veracitor™ VX series offers a variety of productivity options. **Five engine selections** consisting of the GM 2.4L, Mazda 2.2L, and Mazda 2.0L Gas or LP engines, and the Yanmar 2.6L or 3.3L Diesel engines offer multiple performance levels with reduced operating costs.

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.

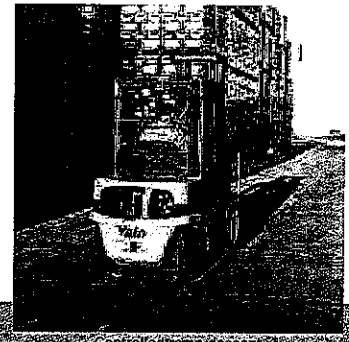
The CSE (Continuous Stability Enhancement) system enhances the truck's lateral stability with a simple, maintenance-free design that does not compromise uneven surface travel.



Various truck configurations



Variety of powertrain options



Controlled ramp descent

ultimate performance

Intelligent ergonomics

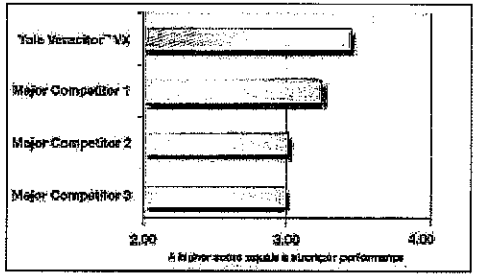
Operators prefer our trucks. Operator comfort is enhanced by the increased foot space in the well designed operator's compartment. The isolated powertrain reduces noise and vibration minimizing operator fatigue and increasing operator productivity throughout a shift. Excellent operator visibility is 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.





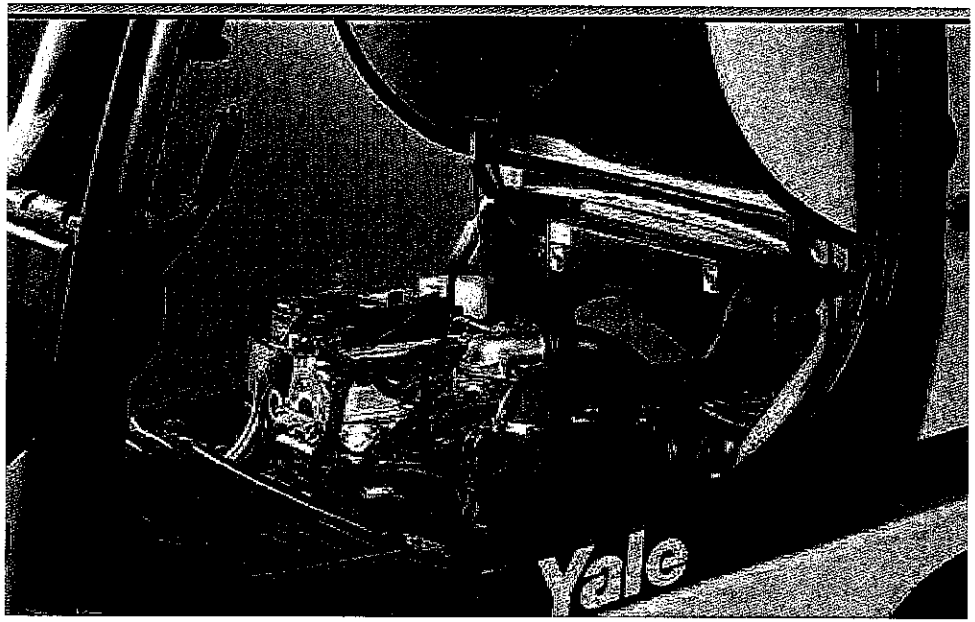


Ergonomic hydraulic controls

innovative design

Yale gold service

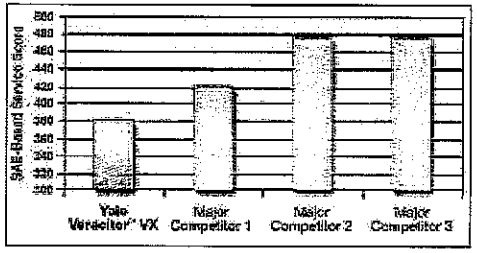
Not only is the Veracitor™ VX series designed to require less maintenance, it is also designed to be extremely easy to service. From the rear-opening, one-piece hood and on-board diagnostics, to the reliable, most comprehensive parts availability in the industry, these trucks were designed with service 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.

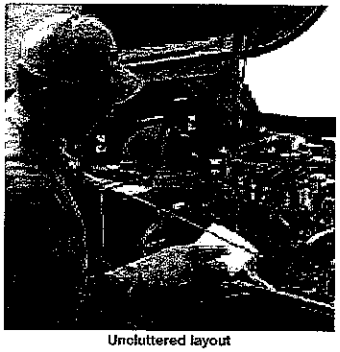
The radiator is easy to access and the filler cap and optional radiator lint screen can be removed without the use of tools. The coolant recovery bottle is easily visible to check coolant levels. A coolant fill neck is located for easy reach.

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

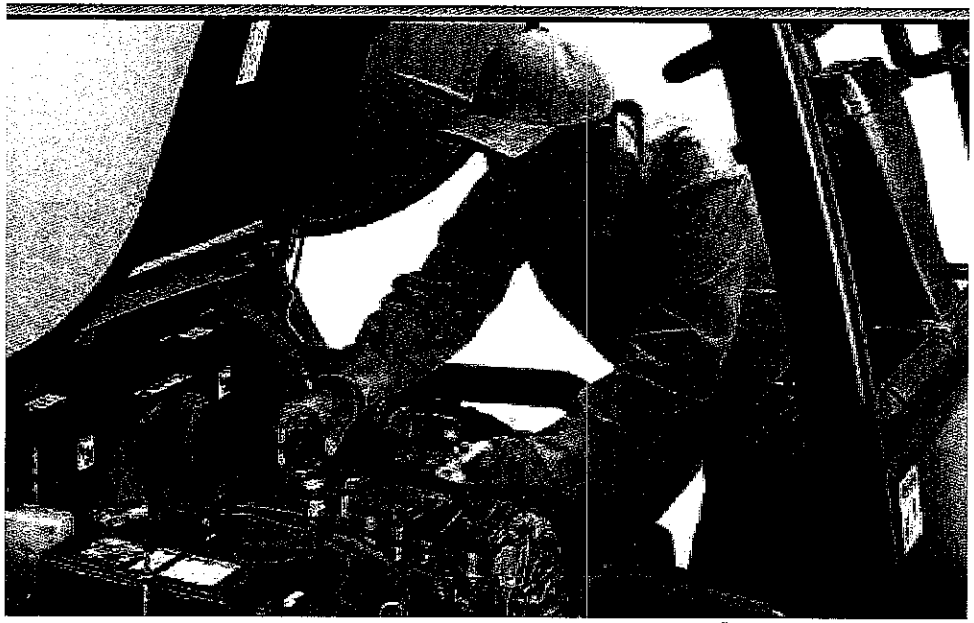


On-board diagnostics

access

Low cost of ownership

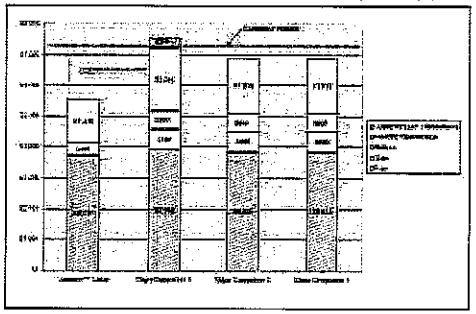
The purchase price of a truck is only a small part of its overall cost. A lift truck's cost of ownership is the largest portion of dollars spent and includes such elements as periodic maintenance, unscheduled repairs, tires, brakes and fuel costs. The Yale engineers focused on cost savings with additional 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.

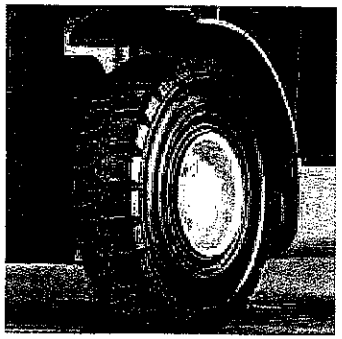
The Techtronix transmissions offer **improved tire and fuel costs** through controlled power reversal. Yale's various engine options offer reduced operating costs. Mazda 2.0, 2.2, and GM2.4L Gas/LP engines, and the Yanmar 2.6L and 3.3L Diesel engines deliver **outstanding fuel economy** with competitive 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.

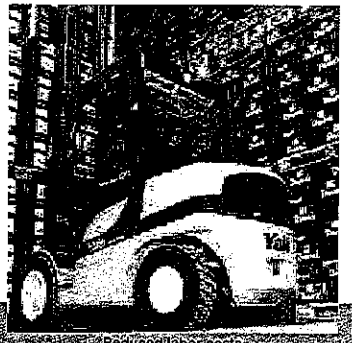
Yale has improved serviceability of the Veracitor™ VX series and thereby **reduced the labor cost** involved with periodic maintenance and unscheduled repairs. Easy to remove floor plate requires no tools and offers complete access to the powertrain. Simplified daily checks and reduced service requirements lead to lower maintenance costs.



Increased tire life



Controlled direction changes



Reduced labor costs

investment

Veracitor™ VX choices

The Veracitor™ VX Series is available in three configurations to meet and exceed your materials handling application requirements.



Truck Type	VX Productivity	VX Value	VX
Design Objective	maximize loads moved per hour	minimize cost per hour	economical purchase price
Environment	variable	variable	clean/dry
Extended Drawbar Pull	frequent	minimal	none
Hydraulic Attachments	high attachment usage	moderate	sideshift/fork positioner only

Veracitor™ VX versatility

The Veracitor™ VX series offers various truck configurations and options to meet your application requirements.

Engines	Transmissions	Hydraulics	Brakes
2.0L Mazda Power = 40.6 HP Torque = 82 lb - ft @ 2,600 RPM	**Standard Electronic** One-speed Transmission Electronic Inching Heavy-Duty Clutch Packs	**Manual Cowl** Easy Reach Ergonomic Design Excellent Right-Side Access	**Drum** Self-Energizing Automatically Adjusting
2.2L Mazda Power = 46.5 HP Torque = 94 lb - ft @ 2,600 RPM	**Techtronix 100** All Features of Standard Single-speed Auto-Deceleration System Extended Drawbar Pull Controlled Rollback	**Accutouch Minilever Electro-Hydraulics** Fingertip Activation Best-in-Class Comfort Excellent Right-Side Access	**Oil Cooled Wet Disc** "Long Life" Brakes; Virtually no Maintenance Fully Sealed for Tough Environments
2.4L General Motors Power = 62 HP Torque = 123 lb - ft @ 2,600 RPM	**Techtronix 200/200X** All Features of 100 Single-speed / Two-speed Extended Drawbar Pull Auto-speed Hydraulics with Automatic Inching Control Throttle Response Management	**PalmTech–Joystick Electro-Hydraulics** Industry First All-in-One Control Leading-Edge Design Excellent Right-Side Access	
2.5L Yanmar Power = 48 HP Torque = 108 lb - ft @ 1,400 RPM			
3.3L Yanmar Power = 65 HP Torque = 155 lb -f t @ 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 2.5L Engine	N/A	Opt	Opt
Yanmar 3.3L Engine	Opt	N/A	N/A
Standard electronic transmission with electronic inching	N/A	N/A	Std
Techtronix 100 transmission	Opt	Std	N/A
All the features of the standard electronic transmission	•	•	N/A
Auto Deceleration System - smooth directional changes	•	•	N/A
Controlled power reversal feature - reduces tire wear up to 50%	•	•	N/A
Controlled roll back on ramps - enhances driver control	•	•	N/A
Techtronix 200 transmission features	Std	N/A	N/A
All the features of the Techtronix 100	•	N/A	N/A
Auto-speed Hydraulics - superior hydraulic control	•	N/A	N/A
Throttle Response Management - superior traction controllability	•	N/A	N/A
Techtronix 200X transmission features	Opt	N/A	N/A
All the features of the Techtronix 200	•	N/A	N/A
Extended drawbar pull - higher torque capabilities	•	N/A	N/A
Lower 1st gear increases power and gradeability	•	N/A	N/A
Higher 2nd gear enhances efficiency on long runs	•	N/A	N/A
CSE (Continuous Stability Enhancement)	Std	Std	Std
Yale Global Hi Vis™ mast	Std	Std	Std

* Veracitor™ 7000 lb. truck has a 2.2L engine in the base configuration for LP and a 3.3L for diesel.

Note: Std = Standard; Opt = Optional; N/A = Not Available

Veracitor™ VX highlights/options



Productivity highlights, *continued*

	VX Productivity	VX Value	VX
Hall Effect sensors and switches feature solid-state components – no adjustments	Std	Std	Std
Sealed electrical connectors keep out water and debris	Std	Std	Std
Directional change lever	Std	Std	Std

Productivity options

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

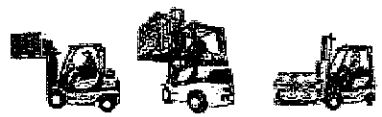
Ergonomic options

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 6,154,140 and other patents pending.

Yale®

People. Products. Productivity.™

GP-VX

VERACITOR® PNEUMATIC TIRE TRUCKS

4,000 · 5,000 lbs

Yale Veracitor® GP-VX Series
This series of trucks is available in several configurations, designed to meet and exceed your material handling application requirements. The Veracitor® forklift can be configured for maximum performance for medium to heavy duty applications with state-of-the-art features and superior power. Applications with standard and medium duty requirements can optimize the product for lowest cost of operation. Standard duty applications can enjoy excellent performance with minimal acquisition cost.

Yale Veracitor® VX Engines feature a rigid cast iron block and main bearing caps. The nodular iron crankshaft is supported with five main bearings. The Kubota LPG and Yanmar diesel engines feature cast iron cylinder head engine blocks for strength and resistance to shock. All engines feature hardened exhaust valve seats with stellite coated valves for superior durability. Ignition systems feature individual coils for each cylinder. All engines are EPA emissions compliant and feature closed loop emissions regulation systems that continually monitor exhaust and adjust fuel/air mix as necessary. The Kubota LPG engine features a long cylinder stroke for improved torque. Mazda and Kubota engines feature electronic throttle control for precise performance and consistent operation.

Fuel System
All engines are EPA emissions compliant and feature closed loop emissions regulation systems that continually monitor exhaust and adjust fuel/air mix as necessary. Yale Veracitor® VX Engines use a vaporizer/regulator to convert the fuel from a liquid to a gas, and a mixer carburetor. The Kubota LPG engine features three individual performance modes to optimize fuel economy in applications with different productivity levels. The Mazda gasoline engine uses Electronic Gasoline Injection (EGI) with a Mass Air Flow sensor input to the Engine Control Unit (ECU) to determine fueling requirements. Yanmar diesel engines use a rotary fuel injection pump to meter the proper amount of fuel to each cylinder.

Transmission
There are two transmission selections available with multiple engine configurations that will handle a wide variety of material handling applications. Both transmissions feature electronic inching (requires no adjustment), electronic shift control, neutral start switch, and anti-restart protection. A single pedal controls both inching and braking. Optional dual inch/brake pedals are available for operators who prefer this design. A 10 micron filter protects the transmission from abrasive contaminants.

The Techtronix 100 features Auto Deceleration through the controlled application of clutch packs, and also reduces tire spin by precisely regulating engine speed during controlled ramp descent.

Cooling System employs a 17" blade pusher-type fan. A high capacity, cross-flow radiator ensures rapid heat dissipation. The sealed cooling system operates at a pressure of 15 psi and includes a coolant recovery tank for visual inspection of coolant level. The transmission oil cooler is integrated into the radiator and is located in the side tank. The optional combi-cooler radiator features an externally mounted transmission oil cooler for increased heat transfer capability. All radiators are soft-mounted for excellent durability.

Drive Axle
The drive axles are designed to withstand heavy duty loads and absorb shock loads. The wheel hubs rotate on large tapered roller bearings. The drive shaft transmits torsion to the drive axle from the engine and transmission. Transmission torque occurs through an industrial hypoid ring gear and pinion differential assembly.

The drive axle is a self contained assembly that is isolated from the transmission by a heavy duty rubber isolator. The axle shafts utilize a "rolled fillet" root spline design for increased resistance to torsion stress. A magnetic sump plug is used to collect any metal particles that are circulating in the axle oil, preventing excessive component wear.

Hydraulic Brakes
Asbestos-free brake linings are bonded to steel shoes and act against cast iron drums. Single circuit master cylinder has a sealed fluid reservoir and features a fluid level sensor which activates an indicator light located on the instrument panel. Independent, hand adjustable parking brake with push-button locking has audible alarm.

(continued on back)

Gas/LP Engine Specifications

Engine	Mazda 2.2L
Cylinders	4
Camshaft	Overhead Valve
Displacement Gas	133 cu.in/2.2 liter
Displacement LP	133 cu.in/2.2 liter
Torque Gas	111 lb.ft @ 2050 RPM
Torque LP	105 lb.ft @ 1500 RPM
Horsepower Gas	50hp
Horsepower LP	48hp

LP Engine Specifications

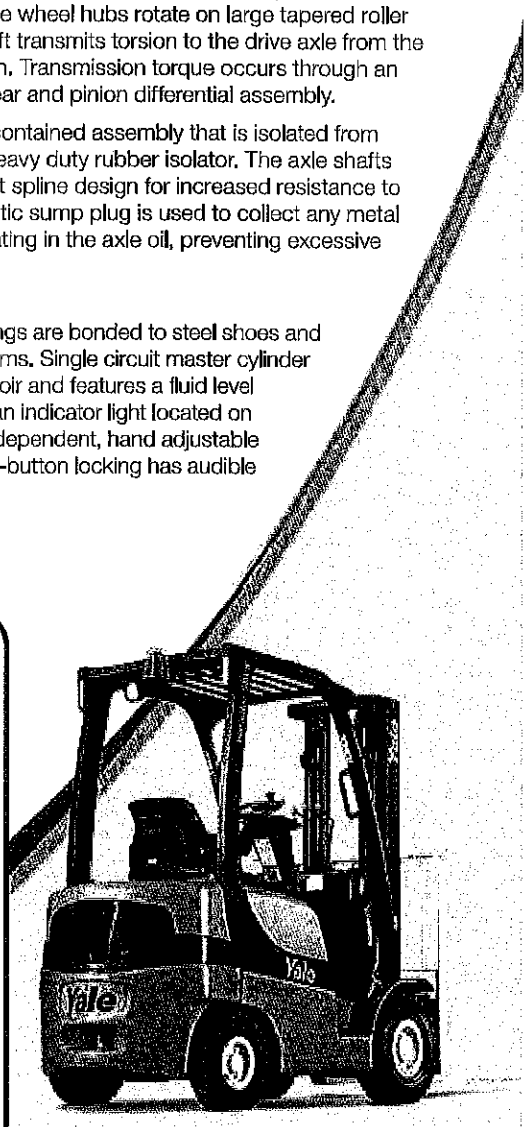
Engine	Kubota 2.5L
Cylinders	4
Camshaft	Overhead Valve
Displacement	152 cu.in/2.5 liter
Torque	131 lb.ft @ 1000 RPM
Horsepower	59 @ 2500 rpm
Air Filtration	Two stage, Dry Type
Emission Control	Closed Loop

Diesel Engine Specifications

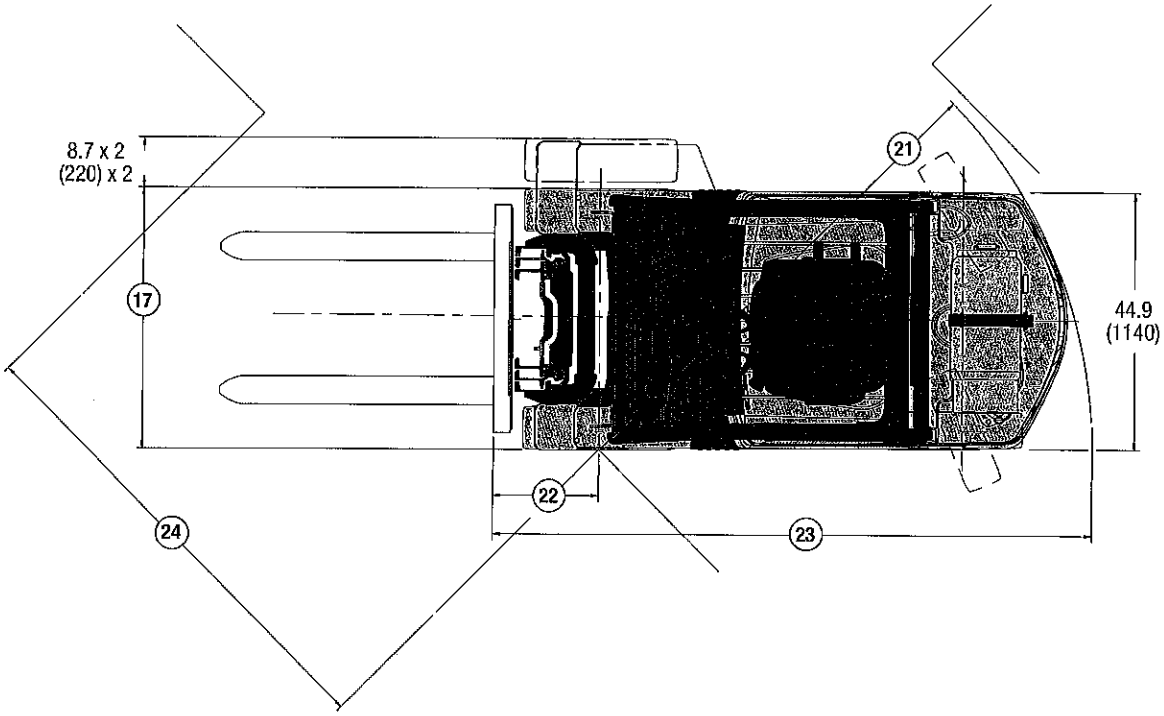
Engine	Yanmar 2.6L
Cylinders	4
Camshaft	Overhead Valve
Displacement	203 cu.in/2.6 liter
Torque	106 lb.ft @ 1400 RPM
Horsepower	46hp

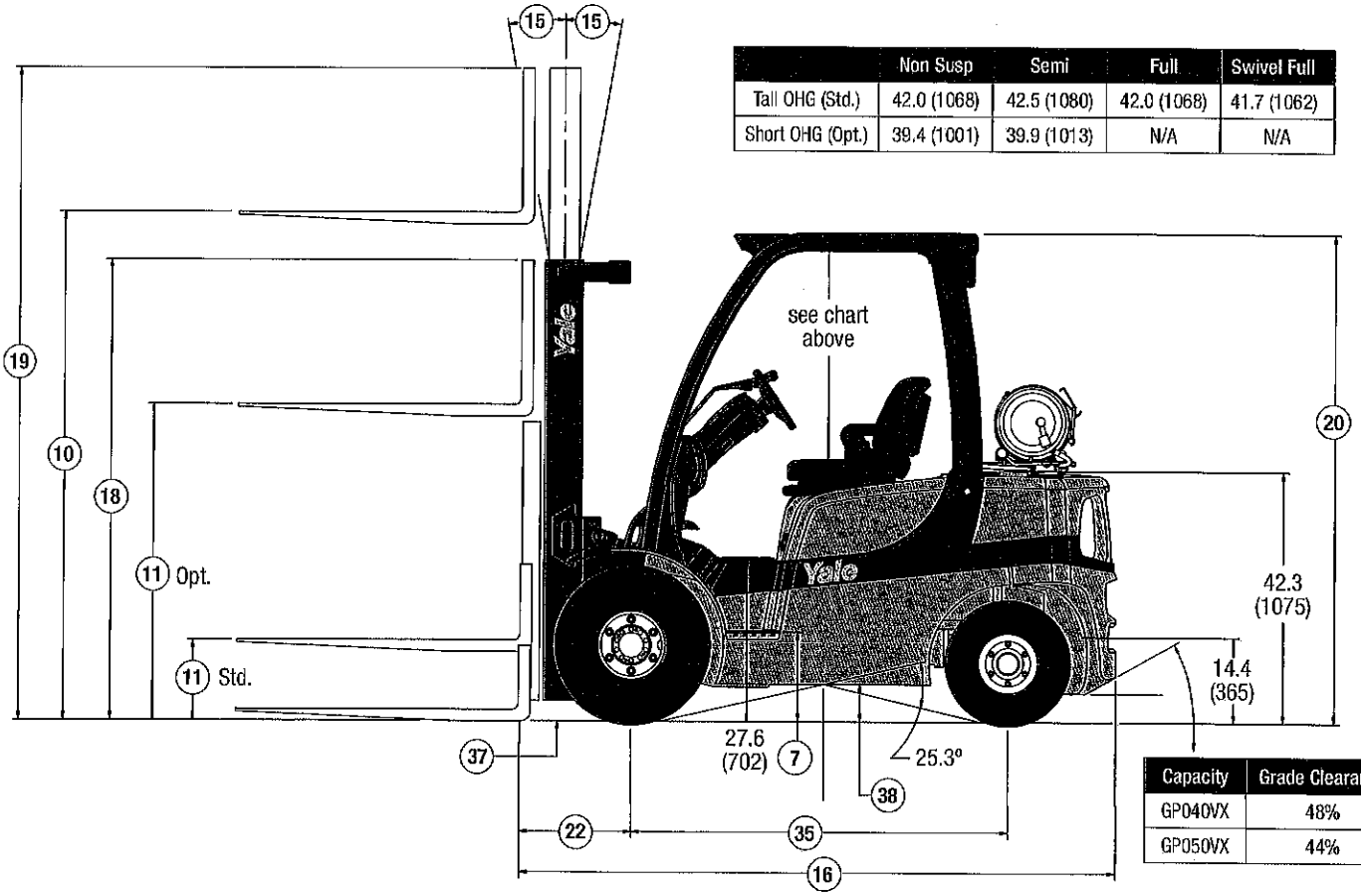
Diesel Engine Specifications

Engine	Yanmar 3.3L
Cylinders	4
Camshaft	Overhead Valve
Displacement	203 cu.in/3.3 liter
Torque	139 lb.ft @ 1700 RPM
Horsepower	58hp



Truck shown with optional equipment





	Non Susp	Semi	Full	Swivel Full
Tall OHG (Std.)	42.0 (1068)	42.5 (1080)	42.0 (1068)	41.7 (1062)
Short OHG (Opt.)	39.4 (1001)	39.9 (1013)	N/A	N/A

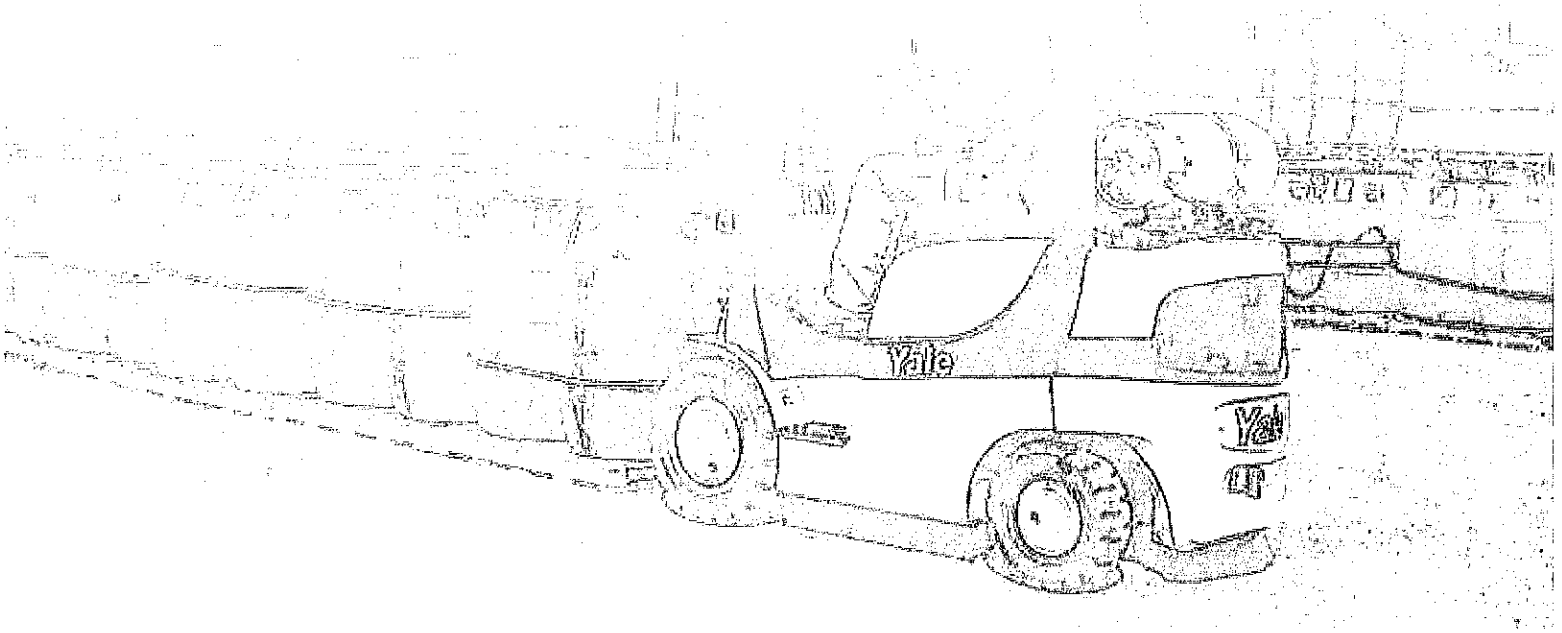
Capacity	Grade Clearance
GP040VX	48%
GP050VX	44%

GENERAL	1	Manufacturer Name		Yale				
	2	Model		GP040VX				
		Engine		Mazda 2.2L		Kubota 2.5L	Yanmar 2.6L	Yanmar 3.3L
	3	Rated Capacity	lb (kg)	4000 (1815)				
	4	Load Center, Distance	in (mm)	24.0 (610)				
	5	Power Type - LPG, Diesel		LPG	Gas	LPG	Diesel	
	6	Operator Type		Sit-Down Rider				
	7	Step Height	in (mm)	15.0 (382)				
	8	Tire Type - Cushion, Solid, Pneumatic		Pneumatic				
	9	Wheels, Number - Front/Rear		2x/2				
DIMENSIONS	10	Lift Height, Top of Fork (TOF)	in (mm)	129 (3292)				
	11	Lift Heights, Std. Limited Free Lift (LFL) w/LBR (TOF)	in (mm)	5 (140)				
		Lift Heights, Optional Full Free Lift (FFL) w/LBR (TOF)	in (mm)	61 (1565)				
	12	Standard Carriage Width	in (mm)	42.0 (1067)				
	13	Forks, Thickness x Width x Length	in (mm)	1.6 X 3.9 X 42 (40 X 100 X 1067)				
	14	Fork Spread, Outside Dimensions	in (mm)	43.3 (1099)				
	15	Mast Tilt Angles, Forward/Backward	degrees°	6F/10B				
	16	Length To Face of Forks	in (mm)	98.0 (2486)				
	17	Overall Width, Standard Tread	in (mm)	45.6 (1157)				
		Overall Width, Wide Tread	in (mm)	51.9 (1317)				
	18	Height, Standard Mast - Lowered	in (mm)	86.0 (2170)				
	19	Height, Standard Mast - Extended with LBR	in (mm)	147 (3715)				
		Height, Standard Mast - Extended without LBR	in (mm)	123 (3100)				
	20	Height, Standard Overhead Guard	in (mm)	85.0 (2160)				
		Height, Optional Overhead Guard	in (mm)	82.4 (2093)				
	21	Turning Radius, Minimum Outside (OTR)	in (mm)	84.6 (2149)				
	22	Length, Center of Wheel to Face of Forks	in (mm)	18.5 (470)				
	23	Aisle Width, Right Angle Stack (Add Length of Load)	in (mm)	103.1 (2619)				
	24	Equal Aisle, 90-Degree Intersecting Aisle	in (mm)	79.5 (1987)				
PERFORMANCE	25	Travel Speed, Powershift Transmission RL/NL	mph (km/h)	10.6/11.2 (17.1/18.0)		10.4/10.6 (16.7/17.0)	10.5/11.2 (16.9/18.0)	11.3/12.0(18.2/19.3)
	26	Lift Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	110/112 (.56/.57)		122/126 (.62/.64)	132/140 (.67/.71)	134/134 (.68/.68)
		Lift Speed, Optional 2-Stage FFL RL/NL	ft/min (m/s)	98/100 (.50/.51)		106/112 (.54/.57)	118/124 (.60/.63)	120/120 (.61/.61)
		Lift Speed, Optional 3-Stage FFL RL/NL	ft/min (m/s)	104/106 (.53/.54)		114/120 (.58/.61)	126/132 (.64/.67)	128/128 (.65/.65)
	27	Lowering Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	114/98 (.58/.50)				
		Lowering Speed, Optional 2-Stage FFL RL/NL	ft/min (m/s)	98/83 (.50/.42)				
		Lowering Speed, Optional 3-Stage FFL RL/NL	ft/min (m/s)	106/93 (.54/.47)				
	28	Maximum drawbar pull (laden/unladen)	lb (kg)	4611/2716 (2092/1232)	4843/2716 (2197/1232)	5018/2716 (2270/1232)	4767/2601 (2162/1180)	4980/2473 (2259/1122)
		Drawbar Pull, Std. Transmission @ 1 mph RL/NL	lb (kg)	3808/2716 (1727/1232)	4059/2716 (1841/1232)	4297/2716 (1949/1232)	3921/2601 (1779/1180)	4418/2473 (2004/1122)
	29	Gradeability, Std. Transmission @ 1 mph RL/NL	Percent %	31/34	33/34	33/34	33/34	40/33
WT.	31	Weight, Standard Truck (2-Stg. LFL 84/127) NL	lb (kg)	7590 (3443)				
		Weight, Standard Truck (2-Stg. LFL 84/127) RL	lb (kg)	11590 (5257)				
	32	Axle Loading, Static Front/Rear NL	lb (kg)	3887 (1763) / 3697 (1677)				
		Axle Loading, Static Front/Rear RL	lb (kg)	10550 (4785) / 1034 (469)				
TIRES & WHEELS	33	Tire Size, Front		7.00 x 12 - 12				
	34	Tire Size, Rear		6.00 x 9				
	35	Wheelbase	in (mm)	63.9 (1623)				
	37	Ground Clearance, Lowest Pt. NL (w/RL subtract 6mm)	in (mm)	5.2 (132)				
	38	Ground Clearance, Center of Wheelbase NL	in (mm)	6.3 (160)				
	39	Service Brake - Method of Control/Operation		Foot/Hydraulic				
	40	Parking Brake - Method of Control/Operation		Hand/Mechanical				
POWERTRAIN	41	Battery Type		Maintenance Free				
	42	Volts/Cold Cranking Amps	v/cca	12/475			12/770	
	43	Engine, Manufacturer/Model		Mazda 2.2L		Kubota 2.5L	Yanmar 2.6L	Yanmar 3.3L
	44	Permanent Output	hp (kw)	53 (39)	55 (41)	59 (44)	46 (34)	58 (43)
	45	Torque @ Rated RPM	ft Lbs (kg/m)	105 (15) @ 1500 RPM	111 (15) @ 2000 RPM	131 (18) @ 1000 RPM	106 (15) @ 1400 RPM	139 (19) @ 1700 RPM
	46	Number of Cylinders/Displacement	No/cc (ci)	4/2184 (133)		4/2491 (152)	4/2659 (162)	4/3319 (203)
	47	Transmission Type, Standard		Electronic Powershift				
		Standard Speeds, Forward - Reverse		1-1/N/A				
	49	Hydraulic Tank Capacity (Drain and Refill)	gal (liter)	12.1 (45.8)				
	50	Fuel Tank Capacity (Gas to Diesel Powered Units Only)	gal (liter)	13.9 (52.8)				
	51	Auxiliary Hydraulic Pressure Relief for Attachments	PSI (Mpa)	2250 (15.5)				

GENERAL	1	Manufacturer Name		Yale				
	2	Model		GP050VX				
		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				
	9	Wheels, Number - Front/Rear		2x/2				
DIMENSIONS	10	Lift Height, Top of Fork (TOF)	in (mm)	129 (3292)				
	11	Lift Heights, Std. Limited Free Lift (LFL) w/LBR (TOF)	in (mm)	5 (140)				
		Lift Heights, Optional Full Free Lift (FFL) w/LBR (TOF)	in (mm)	61 (1565)				
	12	Standard Carriage Width	in (mm)	42 (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)				
	21	Turning Radius, Minimum Outside (OTR)	in (mm)	87.2 (2216)				
	22	Length, Center of Wheel to Face of Forks	in (mm)	18.5 (470)				
	23	Aisle Width, Right Angle Stack (Add Length of Load)	in (mm)	105.7 (2686)				
	24	Equal Aisle, 90-Degree Intersecting Aisle	in (mm)	80.6 (2020)				
PERFORMANCE	25	Travel Speed, Powershift Transmission RL/NL	mph (km/h)	10.6/11.2 (17.1/18.0)		10.4/10.6 (16.7/17.0)	10.5/11.2 (16.9/18.0)	11.3/12.0(18.2/19.3)
	26	Lift Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	110/112 (.56/.57)		122/126 (.62/.64)	126/140 (.64/.71)	134/134 (.68/.68)
		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)				
	28	Maximum drawbar pull (laden/unladen)	lb (kg)	4290/2574 (1946/1168)	4508/2574 (2045/1168)	4988/2574 (2270/1168)	4359/2574 (1977/1168)	4946/2417 (2243/1096)
		Drawbar Pull, Std. Transmission @ 1 mph RL/NL	lb (kg)	3790/2574 (1719/1168)	4044/2574 (1834/1168)	4268/2574 (1936/1168)	3921/2574 (1779/1168)	4384/2417 (1989/1096)
	29	Gradeability, Std. Transmission @ 1 mph RL/NL	Percent %	27/29	29/29	33/29	28/29	34/29
WT.	31	Weight, Standard Truck (2-Stg. LFL 84/127) NL	lb (kg)	8330 (3778)				
		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)				
TIRES & WHEELS	33	Tire Size, Front		7.00 x 12 - 12				
	34	Tire Size, Rear		6.000 x 9				
	35	Wheelbase	in (mm)	63.9 (1623)				
	37	Ground Clearance, Lowest Pt. NL (w/RL subtract 6mm)	in (mm)	5.2 (132)				
	38	Ground Clearance, Center of Wheelbase NL	in (mm)	6.3 (160)				
	39	Service Brake - Method of Control/Operation		Foot/Hydraulic				
	40	Parking Brake - Method of Control/Operation		Hand/Mechanical				
POWERTRAIN	41	Battery Type		Maintenance Free				
	42	Volts/Cold Cranking Amps	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	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)
2-Stage Limited Free Lift (LFL) Mast						
86 (2170)	5 (140)	129 (3292)	178 (4515)	6°/6°	7590 (3443)	8330 (3778)
2-Stage Full Free Lift (FFL) Mast						
86 (2170)	61 (1565)	130 (3302)	179 (4525)	6°/6°	7630 (3461)	8370 (3797)
3-Stage Full Free Lift (FFL) Mast						
78 (1970)	54 (1390)	171 (4350)	220 (5570)	6°/6°	7870 (3570)	8610 (3905)
84 (2120)	60 (1540)	189 (4800)	237 (6020)	6°/6°	7950 (3606)	8690 (3942)
86 (2170)	62 (1590)	194 (4950)	243 (6170)	6°/6°	7970 (3615)	8720 (3955)
90 (2270)	66 (1690)	200 (5100)	249 (6320)	6°/6°	8020 (3638)	8760 (3973)
96 (2420)	72 (1840)	218 (5550)	267 (6770)	6°/6°	8100 (3674)	8840 (4010)

Note: GP040VX & GP050VX have standard 7.00 x 12 x 14 drive tires @ 45.6 inch (1157 mm) overall width.



(continued from cover)

Wet Disc Brakes
Optional oil-cooled wet disc brakes provide excellent stopping power with an extremely long service life. The brake cooling oil circulates within the axle to provide consistent braking performance with no fade or change in pedal effort or travel, throughout the entire shift and beyond.

Hydrostatic Power Steering provides responsive control and eliminates mechanical linkages for reduced surface shock and simplified maintenance. The steering wheel is 12 inches in diameter with a textured surface grip and spinner knob, and requires only four turns lock-to-lock. The center mounted steer cylinder is located within the confines of the steer axle for protection.

Steer Axle is constructed of cast steel and is rubber shock mounted to the frame for reduced wear and vibration. The Continuous Stability System (CSS™) enhances lateral truck stability through reduced steer axle articulation, while simultaneously allowing uncompromised travel across various surfaces.

Chassis designed by state-of-the-art finite element methods contains a rugged, unitized frame structure with a low step for simple entrance to the operator's compartment. Ergonomically designed overhead guard is bar type for excellent visibility and reduced noise.

Operator's Compartment features cowl-mounted hydraulic control levers positioned on the right side of the steering column. Optional Accutouch electro-hydraulic controls are integrated into the operator's right-side armrest allowing superior ergonomic actuation. A pedal arrangement with a large, single inch/brake pedal is standard. Tilt cylinders are located beneath the floor for uncluttered space. Rubber floor mat reduces noise and vibration. Floorplate can be removed without tools for excellent service access. Low step height and a convenient hand grip provide easy entry and exit to and from the truck.

Intellix VSM acts as a master truck controller, providing extensive monitoring and control of truck functions and systems. CANbus technology reduces wiring complexity and enables comprehensive communications between truck systems. The ergonomically positioned dash display transmits continual feedback to the operator and allows for communication of service codes. Comprehensive on-board diagnostics enable quick and easy troubleshooting. The electrical system features sealed connectors and Hall Effect sensors for superior dependability.

Hydraulic System incorporates a gear type pump, cast iron body for quiet efficiency. The system is protected from overloads by a main relief valve for the lift circuit and a secondary relief valve for tilt and auxiliary functions. Oil is double filtered through a 100 mesh suction line strainer and 10 micron return line filter. The hydraulic tank is integrated into the frame. An emergency lowering valve is provided to allow the load to be lowered in the event of power loss. O-ring face seal fittings are used in all high pressure hydraulic connections.

Masts are available in 2-stage LFL (Hi-Vis™2), 2-stage FFL (Hi-Vis™), and 3-stage FFL (Hi-Vis™2) models. Mast features flush-faced design with geometrically matched, angled load roller bearings which are canted, yet provide full-face roller contact. The mast front rail flange angle coupled with the inverted "J" inner channel and three degree mast rollers significantly reduce channel and roller wear. "J-hook" mast mounting system allows for convenient mast installation and removal. A bronze phenolic mast pivot bushing with woven reinforcement offers high load carrying capability with outstanding durability.

Options
Techtronix 100 transmission
- Auto Deceleration System
- Controlled power reversal feature
- Controlled rollback on ramps

Powertrain protection with engine shutdown system
Premium monitoring package
High air intake with precleaner
Accumulator
Keyless start (w/auxiliary key switch)
Various light packages
- Two brake/back-up high intensity LED lights
- Two front and one rear halogen or LED work lights
- Two front, one rear halogen or LED work light and two brake/tail/back-up high intensity LED lights

Traction speed limiter
Heavy duty combi-cooler radiator
Swing-out, drop-down EZ-tank bracket
Accutouch mini-lever electro-hydraulic control
Return-to-set tilt
Rear drive handle with horn button
High-visibility non-cinch seat belt with or without interlock
Polycarbonate overhead guard rain top
Swivel full-suspension seat
Foot Directional Control pedal
Extension tubes with or without quick disconnects
10° forward/6° backward tilt
Operator password
Load weight display
Impact monitor
Seatside directional control
Integral sideshifting fork positioner
Dual side view mirrors
Audible alarm - reverse actuated 82-102 db(A) self-adjusting
Visible alarm amber strobe light - continuous activated, overhead guard mounted
Paper applications kit
Operator pre-shift checklist
Oil-cooled wet disc brakes
Pneumatic shaped solid tires
Radial tires
Dual drive tires
Cab with or without air conditioning
Dual pedal inch/brake
Vented hood
Overhead exhaust
UL options of GS, D, DS, LPS

Yale®
People. Products. Productivity.™

2219-2C 3/2014 *All trucks shown with optional equipment.*

Truck performance may be affected by the condition of the vehicle, how it is equipped and the application. Consult your Yale® Industrial Truck Dealer if any of the information shown is critical to your application. Specifications are subject to change without notice.

This truck meets all applicable mandatory requirements of ANSI B56.1 Safety Standard for Powered Industrial Trucks at the time of manufacture. Classified by Underwriters' Laboratories, Inc., as to fire and electric shock hazard only for Type E industrial trucks.

The Yale® products included in this document may be covered by US patent 6,684,148 and other patents pending.

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 11: Bidder agrees to provide equipment that will meet or exceed the standard specifications as described in this appendix (APPENDIX K) & the bid specifications.

_____
Print Name & Title Above

_____ _____
Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

_____
_____
_____
_____
_____
_____
_____

RECEIVED 09:09 AM JAN 23 2018
Received- 9:09 AM
1/23/2018 JW

[redacted]

"SEALED BID"

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

R.B. Everett & Co.
8211 Red Bluff Rd.
P.O. Box 7300
Pasadena, TX 77508

VIA

TO JEFFERSON COUNTY PURCHASING DEPARTMENT
1149 PEAR STREET, 1ST FLOOR
BEAUMONT, TEXAS 77701

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: (IFB 17-047/JW), Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)

Bidder's Company/Business Name: ROMCO Equipment Co.

Bidder's TAX ID Number: 75-1316474

Contact Person: Bryan Cannon **Title:** governmental sales

Phone Number (with area code): (713) 492-6619

Alternate Phone Number if available (with area code): (713) 937-3005

Fax Number (with area code): (713) 937-7541

Email Address: BCANNON@ROMCO.COM

Mailing Address (Please provide a physical address for bid bond return, if applicable):

8450 Breen Rd.
Address
Houston, TX 77064
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): item 4, item 5, item 6, item 7.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

ROMCO Equipment Co.
Company Name

8450 Breen Rd.
Address

Houston, TX 77373
City State Zip

Bryan Cannon
Signature of Person Authorized to Sign

Bryan Cannon Bryan Cannon
Printed Name

Governmental Sales
Title

For clarification of this offer, contact:

Bryan Cannon
Name

713-492-6619 713-937-7541
Phone Fax

bcannon@romco.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

HEAVY EQUIPMENT FOR JEFFERSON COUNTY PRECINCT NO. 3
(TO REPLACE UNREPAIRABLE EQUIPMENT DAMAGED BY HURRICANE HARVEY)

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 17-047/JW, Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey). The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

The technical specifications shown **(APPENDICES A - K)** are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

FOR EACH ITEM BID, BIDDER MUST COMPLETE, SIGN, & DATE FORM LOCATED ON THE LAST PAGE OF THE ITEM'S CORRESPONDING APPENDIX.

Acknowledgment of Addenda (if any):

Addendum 1 N/A Date Received_____

Addendum 2 N/A Date Received_____

Addendum 3 N/A Date Received_____

Item No.	Item Description	Bid Price
1	**BOMAG Model RS-360 Reclaimer/Stabilizer or Equivalent**	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG MPH100-R (SN: 85489)		$ NO BID . ____
Total Bid Price (Minus Trade-In Value) $ NO BID . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 1: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
2	**Mustang CAT Model 120M2 Motor Grader or Equivalent**	$ NO BID .
		Trade-In Value
Trade-In Value for used & flood-damaged: 1998 Champion Motor Grader Model 710 A		$ NO BID .
Total Bid Price (Minus Trade-In Value) $ NO BID .		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 2: _____		

Item No.	Item Description	Bid Price
3	**Mustang CAT Model D5K2 LGP CA Tractor (Dozer) or Equivalent**	$ NO BID .
		Trade-In Value
Trade-In Value for used & flood-damaged: 1997 Komatsu D58 P		$ NO BID .
Total Bid Price (Minus Trade-In Value) $ NO BID .		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 3: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
4	**BOMAG Model BW11RH-5 Pneumatic Roller or Equivalent**	$ 95, 376 . 00
		Trade-In Value
Trade-In Value for used & flood-damaged: Dynapac CP142 (SN: 1000-500C0B000882)		$ _____ . ____
Total Bid Price (Minus Trade-In Value) $ 95,376 . 00		
Projected Delivery Lead Time from Date of Purchase:	11 **weeks**	
Equivalent Item Description (Make & Model) for Item No. 4: LBP Leeboy PTC-15		

Item No.	Item Description	Bid Price
5	**DOOSAN Model DL220-5 Wheel Loader or Equivalent**	$ 165,719 . 00
		Trade-In Value
Trade-In Value for used & flood-damaged: John Deere 544H (SN: DW544HX57290)		$ 5,000 . 00
Total Bid Price (Minus Trade-In Value) $ 160,719 . 00		
Projected Delivery Lead Time from Date of Purchase:	1 **weeks**	
Equivalent Item Description (Make & Model) for Item No. 5: Volvo L70H		

Bid Form (Continued)

Item No.	Item Description	Bid Price
6	**BOMAG Model BW161AD-5 Vibratory Tandem Roller or Equivalent**	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: CAT CB534-C (SN: 5HN00552)		$ _____ . ____
Total Bid Price (Minus Trade-In Value) $ NO BID . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 6:		

Item No.	Item Description	Bid Price
7	**BOMAG Model BW211PD-5 84" Single Drum Padfoot Roller or Equivalent**	$ 120,595 . 00
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG BW213DH-40 (SN: 901582561088)		$ _____ . ____
Total Bid Price (Minus Trade-In Value) $ 120,595 . 00		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 7: Volvo SD115BF		

Bid Form (Continued)

Item No.	Item Description	Bid Price
8 (A).	Gradall XL3100 Hydraulic Excavator or Equivalent	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall G3WD		$ _____ . ____
Total Bid Price (Minus Trade-In Value) $ NO BID . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ weeks	
Equivalent Item Description (Make & Model) for Item No. 8 (A): _____		

Item No.	Item Description	Bid Price
8 (B).	Gradall XL3100 Hydraulic Excavator or Equivalent	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall XL3100		$ _____ . ____
Total Bid Price (Minus Trade-In Value) $ NO BID . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ weeks	
Equivalent Item Description (Make & Model) for Item No. 8 (B): _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
9	**John Deere 5065E Utility Tractor OOS 4WD or Equivalent**	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Ford 5000 Tractor		$ ____ . ____
Total Bid Price (Minus Trade-In Value) $ NO BID . ____		
Projected Delivery Lead Time from Date of Purchase:	____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 9:		

Item No.	Item Description	Bid Price
10	**John Deere 5085E Utility Tractor Cab 4WD (with Alamo Side Mower) or Equivalent**	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Case 685 Tractor with Alamo Versa Side Mower		$ ____ . ____
Total Bid Price (Minus Trade-In Value) $ NO BID . ____		
Projected Delivery Lead Time from Date of Purchase:	____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 10:		

Bid Form (Continued)

Item No.	Item Description	Bid Price
11	**Yale Veracitor Pneumatic Tire Forklift Model GP050VX or Equivalent**	$ NO BID . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Clark Model: C500-YS60 (SN: Y355-1362-4324-1081)		$ _____ . ____
Total Bid Price (Minus Trade-In Value) $ NO BID . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 11: _____		

Bidder Shall Return Completed Form with Offer.

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.

Bryan Cannon - ROMCO
Bidder (Entity Name)

Bryan Cannon
Signature

8450 Breen Rd.
Street & Mailing Address

Bryan Cannon
Print Name

Houston, TX 77064
City, State & Zip

01/22/2018
Date Signed

(713) 492-6619 / (713) 937-3005
Telephone Number

(713) 937-7541
Fax Number

bcannon@romco.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.003(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Romco Equipment Co.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

Deborah L. Clark

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☑ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

01/22/2018

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes	☑ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☑ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☑ No	3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☑ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
☐ Yes	☑ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	☑ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Bryan Cannon
Printed Name of Authorized Representative

Signature

Governmental Sales
Title

01 / 22 / 2018
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: N/A 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: N/A

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	01/22/2018 Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Prime Contractor: N/A HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☑ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: N/A

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: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: N/A

Address: N/A
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: N/A

Address: N/A
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): Bryan Cannon

Title: Sales

Signature: Bryan Cannon

Date: 01/22/2018

E-mail address: bcannon@romco.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that ROMCO Equipment [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.):	75-1316474
Company Name submitting bid/proposal:	ROMCO Equipment Co.
Mailing address:	8450 Breen Rd. Houston, TX 77064
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Harris

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Bryan Cannon (name), who

after being by me duly sworn, did depose and say:

"I, Bryan Cannon (name) am a duly authorized officer of/agent

for ROMCO Equipment Co. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said ROMCO Equipment Co. (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: ROMCO Equipment Co.
8450 Breen Rd. Houston, TX 77064

Fax: (713) 937-7541 Telephone# (713) 937-3005

by: Bryan Cannon (print name) Title: Sales

Signature: Bryan Cannon

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the 22 day of January, 2018.

Mary Mexico
Notary Public in and for
the State of Texas

MARY MEXICO
My Commission Expires
March 20, 2018

Bidder Shall Return Completed Form with Offer.

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
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	0.6
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.

Bryan Cannan - Sales
Print Name & Title Above

Bryan Cannan
Signature

01/22/2018
Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

* 12 months / 1,000 hours factory warranty + additional 24 months / 2,000 powertrain.

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	62.06 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.

Bryan Cannon - Sales
Print Name & Title Above

Bryan Cannon
Signature

01/22/2018
Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 7: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX G) & the bid specifications.

Bryan Cannon - Sales

Print Name & Title Above

01/22/2018

Date

Signature

List additional features (not listed within this appendix) for the piece of equipment being bid below:

861

BID NAME: Heavy Equipment for Jefferson County Precinct No. 3
(To Replace Unrepairable Equipment Damaged by Hurricane Harvey)

BID NO: IFB 17-047/JW

DUE DATE/TIME: 11:00 AM CDT, Tuesday, January 23, 2018

MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Jason Castille, Precinct No. 3 Superintendent at 409-736-2851 or pct3sc@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – December 20, 2017 & December 27, 2017

Attn. Deborah L. Clark

BRYAN CANNON
Equipment Sales

Cell: (713) 492-6619
E-mail: bcannon@romco.com

ROMCO EQUIPMENT CO.

8450 Breen
Houston, TX 77064
Office: (713) 937-3005
Fax: (713) 937-7541
www.romco.com

RECEIVED 09:19 AM JAN 23 2018

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance and applicable endorsements.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

General Liability, including Products	$1,000,000
Business Auto Liability	$1,000,000
Cargo / Transit Coverage	Replacement Cost Value of Equipment Purchased
Excess Liability	$1,000,000
Workers' Compensation	Statutory Coverage

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Jason Castille, with Jefferson County Precinct No. 3 at pct3sc@co.jefferson.tx.us. Please reference bid number IFB 17-047/JW.

Scope

Jefferson County is soliciting bids for heavy equipment to replace equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

BRAND REFERENCE

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

The technical specifications shown **(APPENDICES A - K)** are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

▪ Bid Item 1: Reclaimer/Stabilizer:

One (1) BOMAG Model: RS-360 Reclaimer/Stabilizer or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Reclaimer/Stabilizer is to be complete with All Standard Equipment as listed in the technical specifications including Cummins Tier 4 Final Engine (or equivalent). Optional equipment should include ROPS/FOPS and Working Headlights.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery of equipment; with this warranty to cover the Full Machine.

For full technical specifications for this bid item, see **APPENDIX A.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX A.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** BOMAG MPH-100R (SN: 85489) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 2. Motor Grader:

One (1) Mustang CAT Model: 120M2 Motor Grader or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

For full technical specifications for this bid item, see **APPENDIX B.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX B.

Warranty Term for this equipment (included, without additional cost) should be at least: (5) five calendar years from the date of delivery of equipment. The first year of warranty should cover the powertrain and hydraulics for an unlimited amount of hours; with warranty years 2-5 to cover 3,000 hours for powertrain and hydraulics.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** 1998 Champion Motor Grader Model 710 A towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 3. Dozer (Referred to as Tractor by Manufacturer):

One (1) Mustang CAT Model: D5K2 LGP CA Tractor (Dozer) or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

For full technical specifications for this bid item, see **APPENDIX C.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX C.

Warranty Term for this equipment (included, without additional cost) should be at least: (5) five calendar years from the date of delivery of equipment. The first year of warranty should cover the powertrain and hydraulics for an unlimited amount of hours; with warranty years 2-5 to cover 3,000 hours for powertrain and hydraulics.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** 1997 Komatsu D58P towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 4. Pneumatic Roller:

One (1) BOMAG Model: BW11RH-5 Pneumatic Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Pneumatic Roller is to be complete with All Standard Equipment including ROPS/FOPS, Water Sprinkler System, Rotary Beacon, and Additional Ballast to 2,313 lbs., Cocoa Mats and Back-Up Alarm.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX D.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX D.

Trade In: Jefferson County will be trading in a used and **flood-damaged** Dynapac CP142 (SN: 1000-500C0B000882) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 5. Wheel Loader:

One (1) DOOSAN Model: DL220-5 Wheel Loader or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Wheel Loader is to be complete with All Standard Equipment including Triangle Radials, Load Isolation, Hydraulic Coupler, Bucket, 96" X 72" Forks and Additional Counterweight.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/5,000 hour warranty that covers the powertrain and hydraulics.

For full technical specifications for this bid item, see **APPENDIX E.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX E.

Trade-In: Jefferson County will be trading in used and **flood-damaged** John Deere 544H (SN: DW544HX57290) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 6. Vibratory Tandem Roller:

One (1) BOMAG Model: BW161AD-5 Vibratory Tandem Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Vibratory Tandem Roller is to be complete with All Standard Equipment including 90 degree swivel seat unit, Economizer, ROPS, Temperature Gauge, and Joint with Crabwalk.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX F.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX F.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** CAT CB534-C (SN: 5HN00552) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 7. Single Drum Padfoot Roller:

One (1) BOMAG Model: BW211PD-5 84" Single Drum Padfoot Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Single Drum Padfoot Roller is to be complete with All Standard Equipment including Magnetic Flashing Beacon.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX G.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX G.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** BOMAG BW213DH-40 (SN: 901582561088) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 8 (A). Hydraulic Excavator:

One (1) Gradall XL3100 Hydraulic Excavator or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery (in service date) of equipment or 1,500 hours – whichever comes first.

Manufacturer should repair or replace, at its option, any factory-installed part that is defective in materials or workmanship under normal use. Any needed part replacements will be made using new or remanufactured parts. This Limited Warranty is limited to repairing or replacing, at the Manufacturer's option, any part proven defective under normal use; provided that the product has been properly registered with the Manufacturer within thirty days after the in-service date and that all required reports are current. The warranty period begins on the product's in-service date, which is the first date the unit is delivered to an end-user (the "Owner"), for purchase. This Warranty is to extend only to the Original Purchase and will be Non-Transferable. This Limited Warranty may subject to those limitations and exclusions.

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:
- Keeping an Operator/Safety Manual available to the operator of the product.
- Using the product in accordance with the Operator/Safety Manual.
- Releasing the product for warranty work.
- Reporting accidents immediately to Manufacturer
- Using the product for safe, approved applications and using only approved accessories.
- Complying with factory initiated Field Campaigns.
- Using only approved components for maintenance and replacement parts.
- Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

What Is Not Covered
- Parts associated with unit maintenance are not warranted beyond (1) one year of the product's in-service date.
- Items subject to normal wear and tear, noise, vibration, or deterioration are not warranted.
- This Limited Warranty does not cover damage caused by abusive usage or extreme applications.
- Any operation beyond the rated capacity or the improper use or application of the product or the substitution of parts not approved by Manufacturer or the failure to release the product for warranty work.
- Tires, engines and batteries are warranted by the applicable Manufacturer.
- Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals or other forms of impact, industrial fallout or pollution,or previous repair.
- External surface rust left unrepaired due to neglect of the product.
- Chassis not manufactured by the Manufacturer

For full technical specifications for this bid item, see **APPENDIX H.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Gradall G3WD towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 8 (B). Hydraulic Excavator:

One (1) Gradall XL3100 Hydraulic Excavator or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery (in service date) of equipment or 1,500 hours – whichever comes first.

Manufacturer should repair or replace, at its option, any factory-installed part that is defective in materials or workmanship under normal use. Any needed part replacements will be made using new or remanufactured parts. This Limited Warranty is limited to repairing or replacing, at the Manufacturer's option, any part proven defective under normal use; provided that the product has been properly registered with the Manufacturer within thirty days after the in-service date and that all required reports are current. The warranty period begins on the product's in-service date, which is the first date the unit is delivered to an end-user (the "Owner"), for purchase. This Warranty is to extend only to the Original Purchase and will be Non-Transferable. This Limited Warranty may subject to those limitations and exclusions.

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:
- Keeping an Operator/Safety Manual available to the operator of the product.
- Using the product in accordance with the Operator/Safety Manual.
- Releasing the product for warranty work.
- Reporting accidents immediately to Manufacturer
- Using the product for safe, approved applications and using only approved accessories.
- Complying with factory initiated Field Campaigns.
- Using only approved components for maintenance and replacement parts.
- Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

What Is Not Covered
- Parts associated with unit maintenance are not warranted beyond (1) one year of the product's in-service date.
- Items subject to normal wear and tear, noise, vibration, or deterioration are not warranted.
- This Limited Warranty does not cover damage caused by abusive usage or extreme applications.
- Any operation beyond the rated capacity or the improper use or application of the product or the substitution of parts not approved by Manufacturer or the failure to release the product for warranty work.
- Tires, engines and batteries are warranted by the applicable Manufacturer.
- Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals or other forms of impact, industrial fallout or pollution,or previous repair.
- External surface rust left unrepaired due to neglect of the product.
- Chassis not manufactured by the Manufacturer

For full technical specifications for this bid item, see **APPENDIX H.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Gradall XL3100 towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 9. Tractor:

One (1) John Deere 5065E Utility Tractor OOS 4WD or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for this equipment: Warranty term for this equipment (included without additional cost) should be at least: (2) two calendar years/or 2,000 hours from the date of delivery of equipment or whichever comes first, with the warranty to cover powertrain and components as described below in Paragraphs A & B.

A. WHAT IS WARRANTED – Subject to Paragraph B, all parts of any new Equipment are to be warranted for the time period or number of operating hours as specified. Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty- Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by the Manufacturer.

B. ITEMS COVERED SEPARATELY- (1) Tires, rubber tracks and batteries; When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

For full technical specifications for this bid item, see **APPENDIX I.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX I.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Ford 5000 Tractor towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 10. Tractor with Side Mower:

One (1) John Deere 5085E Utility Tractor Cab 4WD with Alamo Side Mower or Equivalents to replace similar pieces of equipment that were damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for Tractor: Warranty term for this equipment (included without additional cost) should be at least: (2) two calendar years/or 2,000 hours from the date of delivery of equipment or whichever comes first, with the warranty to cover powertrain and components as described below in Paragraphs A & B.

A. WHAT IS WARRANTED – Subject to Paragraph B, all parts of any new Equipment are to be warranted for the time period or number of operating hours as specified. Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty- Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by the Manufacturer.

B. ITEMS COVERED SEPARATELY- (1) Tires, rubber tracks and batteries; When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

Warranty term for Side Mower: Warranty term for this equipment (included, without additional cost) should be at least: Manufacturer's Warranty for (1) calendar year from the date of delivery of equipment.

For full technical specifications for this bid item, see **APPENDIX J.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX J.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Case 685 Tractor with Alamo Versa Side Mower towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 11. Pneumatic Tire Forklift:

One (1) Yale Veracitor Pneumatic Tire Forklift Model GP050VX or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for this equipment (included, without additional cost) should be at least: (1) calendar year from the date of the delivery of equipment or 2,000 Hours to include Manufacturer's Warranty coverage; to include a (3) three-year/6,000 hour warranty to cover the powertrain.

For full technical specifications for this bid item, see **APPENDIX K.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX K.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Clark Model: C500-YS60 (SN: Y355-1362-4324-1081) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: (IFB 17-047/JW), Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)

Bidder's Company/Business Name: Shoppa's Farm Supply

Bidder's TAX ID Number: 174220332 52

Contact Person: GERARD SOLANO **Title:** Sales Consultant

Phone Number (with area code): 409 842-1128

Alternate Phone Number if available (with area code): 409 767-5785

Fax Number (with area code): 409 842-6216

Email Address: gsolano@shoppas.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

9135 College St.
Address

Beaumont, TX 77707
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:

SHOPPA'S FARM SUPPLY, INC.
Company Name

1010 Hwy 59 SOUTH
Address

EL CAMPO TX 77437
City State Zip

Chris Shoppa
Signature of Person Authorized to Sign

Chris A. Shoppa
Printed Name

President
Title

For clarification of this offer, contact:

GERARD SOLANO
Name

409 767-5785 / 409 842-1128
Phone Fax

gsolano@shoppas.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

HEAVY EQUIPMENT FOR JEFFERSON COUNTY PRECINCT NO. 3 (TO REPLACE UNREPAIRABLE EQUIPMENT DAMAGED BY HURRICANE HARVEY)

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 17-047/JW, Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey). The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

_____ _____

Jeff R. Branick
County Judge

Date

Attest:

_____

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

The technical specifications shown **(APPENDICES A - K)** are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

FOR EACH ITEM BID, BIDDER MUST COMPLETE, SIGN, & DATE FORM LOCATED ON THE LAST PAGE OF THE ITEM'S CORRESPONDING APPENDIX.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Item No.	Item Description	Bid Price
1	**BOMAG Model RS-360 Reclaimer/Stabilizer or Equivalent**	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG MPH100-R (SN: 85489)		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 1: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
2	**Mustang CAT Model 120M2 Motor Grader or Equivalent**	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: 1998 Champion Motor Grader Model 710 A		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 2: _____		

Item No.	Item Description	Bid Price
3	**Mustang CAT Model D5K2 LGP CA Tractor (Dozer) or Equivalent**	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: 1997 Komatsu D58 P		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 3: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
4	**BOMAG Model BW11RH-5 Pneumatic Roller or Equivalent**	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Dynapac CP142 (SN: 1000-500C0B000882)		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 4: _____		

Item No.	Item Description	Bid Price
5	**DOOSAN Model DL220-5 Wheel Loader or Equivalent**	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: John Deere 544H (SN: DW544HX57290)		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 5: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
6	**BOMAG Model BW161AD-5 Vibratory Tandem Roller or Equivalent**	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: CAT CB534-C (SN: 5HN00552)		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 6: _____		

Item No.	Item Description	Bid Price
7	**BOMAG Model BW211PD-5 84" Single Drum Padfoot Roller or Equivalent**	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG BW213DH-40 (SN: 901582561088)		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 7: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
8 (A).	Gradall XL3100 Hydraulic Excavator or Equivalent	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall G3WD		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ weeks	
Equivalent Item Description (Make & Model) for Item No. 8 (A): _____		

Item No.	Item Description	Bid Price
8 (B).	Gradall XL3100 Hydraulic Excavator or Equivalent	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall XL3100		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ weeks	
Equivalent Item Description (Make & Model) for Item No. 8 (B): _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
9	John Deere 5065E Utility Tractor OOS 4WD or Equivalent	$ 29,999.00
		Trade-In Value
Trade-In Value for used & flood-damaged: Ford 5000 Tractor		$ 1000.00
Total Bid Price (Minus Trade-In Value) $ 28,999.00		
Projected Delivery Lead Time from Date of Purchase:	1-6 weeks	
Equivalent Item Description (Make & Model) for Item No. 9: JD 5065E		

Item No.	Item Description	Bid Price
10	John Deere 5085E Utility Tractor Cab 4WD (with Alamo Side Mower) or Equivalent	$ 77,794.94
		Trade-In Value
Trade-In Value for used & flood-damaged: Case 685 Tractor with Alamo Versa Side Mower		$ 1000.00
Total Bid Price (Minus Trade-In Value) $ 76,794.94		
Projected Delivery Lead Time from Date of Purchase:	1-6 weeks	
Equivalent Item Description (Make & Model) for Item No. 10: JD 5085E		

Bid Form (Continued)

Item No.	Item Description	Bid Price
11	**Yale Veracitor Pneumatic Tire Forklift Model GP050VX or Equivalent**	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Clark Model: C500-YS60 (SN: Y355-1362-4324-1081)		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 11: _____		

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Beaumont

Address: 4955 LaFin Dr., Beaumont, TX 77705

Contact Person and Title: Jeff Harville - Fleet Manager

Phone: 409 842-5885 Fax: 409 842-0851

Email Address: jharville@beaumonttexas.gov Contract Period:

Scope of Work:

REFERENCE TWO

Government/Company Name: City of Silsbee

Address: 105 S 3rd St., Silsbee, TX 77656

Contact Person and Title: Joe Moreno

Phone: 409 385-3535 Fax:

Email Address: jmoreno@cityofSilsbee.com Contract Period:

Scope of Work:

REFERENCE THREE

Government/Company Name: Jefferson County Precint No. 3

Address: 5700 Jade Ave., Port Arthur, TX 77640

Contact Person and Title: Jason Castille - Superintendent

Phone: 409 736-2851 Fax:

Email Address: act3sc@co.jefferson.tx.us 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.

Shoppa's Farm Supply
Bidder (Entity Name)

Gerard J. Solano
Signature

9135 College St.
Street & Mailing Address

GERARD J. SOLANO
Print Name

Beaumont, TX 77707
City, State & Zip

1/10/2018
Date Signed

(409) 842-1128
Telephone Number

(409) 842-6216
Fax Number

gsolano@shoppas.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

N/A

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

N/A

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with vendor named in item 3

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

N/A ***This information must be submitted with your bid.***

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

N/A ***This information must be submitted with your bid.***

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

N/A ***This information must be submitted with your bid.***

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub Information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

N/A

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

N/A

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that Shoppa's Farm Supply [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.):	1-74-2203325-2
Company Name submitting bid/proposal:	Shoppa's Farm Supply
Mailing address:	9135 College St., Beaumont, TX 77707
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**
700000000055005000000	9135 College St.

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Gerard Solano (name), who

after being by me duly sworn, did depose and say:

"I, Gerard Solano (name) am a duly authorized officer of/agent

for Shoppa's Farm Supply (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Shoppa's Farm Supply (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: Gerard Solano, 9135 College St. Beaumont, TX 77707

Fax: 409 842-6216 Telephone# 409 842-1128

by: Gerard Solano (print name) Title: Sales Consultant

Signature: Gerard Solano

SUBSCRIBED AND SWORN to before me by the above-named Gerard Solano on

this the 15 day of January, 2018.

AARON MARK LIBERSAT
Notary Public, State of Texas
My Commission Expires
June 02, 2019

Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

APPENDIX I

Technical Specifications: Tractor

JOHN DEERE

JOHN DEERE 5065E Utility Tractor OOS 4WD

Code	Description	Qty
1746LV	5065E Utility Tractor	1
	Standard Options - Per Unit	
0202	United States	1
0409	English Operator's Manual and Decal Kit	1
1381	12F/12R PowrReverser Transmission - 540/540E (PR)	1
1799	Less Loader Prep Package	1
2000	Open Operator Station	1
3420	Dual Mid Valves with Joystick Control	1
5185	16.9-28 In. 6PR R1 Bias	1
6040	Mechanical Front Wheel Drive (MFWD)	1
6101	9.5-24 In. 6PR R1 Bias	1

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 9: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX I) & the bid specifications.

GERARD SOLANO
Print Name & Title Above

Gerard J. Solano
Signature

1/15/2018
Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

APPENDIX J

Technical Specifications: Tractor with Side Mower

JOHN DEERE

2017 JOHN DEERE 5085E Utility Tractor Cab 4WD

Code	Description	Qty
696BLV	5085E UTILITY TRACTOR	1
	Standard Options - Per Unit	
696BLV0409	5E FT4 PR ENGLISH OM	1
696BLV1381	5E FT4 12/12 TRANSMISSION	1
696BLV2050	5E FT4 CAB STD	1
696BLV2110	MECHANICAL SUSPENSION SEAT	1
696BLV3025	EXHAUST CORNER POST CAB	1
696BLV3320	DUAL REAR SCV	1
696BLV3420	DUAL MID SCV	1
696BLV5121	16.9-30 6PR R1	1
696BLV6040	FRONT AXLE MFWD	1
696BLV6111	11.2-24 6PR R1	1

Side Mower
Specifications

Tractor Model	5075E/5100E
Pick One	CAB
Pick One	4WD
Tire Sizes	12.4 24/ 18.4 30

Qty.	Item #	Description			
1	04950005	Versa Extreme Svc Arm			
1	02964876	60" Rot. head w/chains			
1		Mount Kit - 5085E/5100E Cab			
1	02963045	Mounting Svc. and Oil			

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.

GERARD SOLANO
Print Name & Title Above

Gerard J. Solano
Signature

1/15/2018
Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

_____

_____

_____

_____

_____

_____

_____

ALAMO INDUSTRIAL
SHARPER

Quote Form
(Not an Order)

ALAMO® INDUSTRIAL
1502 East Walnut St.
Seguin, TX. 78155
phone: (800)882-5762
www.alamo-industrial.com

Date 1/9/2018
TSM JG
TSM #

Tractor Model 5075E/5100E
Pick One CAB
Pick One 4WD
Tire Sizes 12.4 24/ 18.4 30

Sold To	Ship To
Jefferson County Purchasing Department	Different
1149 Pearl Street, 1st Floor	
Beaumont, Texas 77701	

Additional Enduser Information:

E-Mail pct3sc@co.jefferson.tx.us
Agency: Jason Castille - Precinct No. 3 Superintendent
Address:
City: Beaumont State: TX
Zip: 77701 Phone: 409 736-2851

Quote Valid for x days ONLY. (90 days if left blank) Discount: Terms: cash/po

Qty.	Item #	Description	List Price	Discounted Price	Total
1	04950005	Versa Extreme Svc Arm	$ 7,566.00	$ 6,408.46	$ 6,151.00
1	02964876	60" Rot. head w/chains	$ 11,037.00	$ 9,348.43	$ 8,191.00
1		Mount Kit - 5085E/5100E Cab	$ 7,730.00	$ 6,547.37	$ 6,284.00
1	02963045	Mounting Svc. and Oil	$ 6,712.94	$ 6,712.94	$ 6,712.94
	FREIGHT	Add ■ Allow ☐ Pickup ☐	$ 1,457.00		$ 1,457.00
		Total			$ 28,795.94

1) This Sales & Order form is not firm until credit is approved and purchase order is accepted by Alamo Industrial in Seguin, TX.
2) No purchase order will be accepted for a machine with less than full standard or optional safety equipment.
3) Approximate shipping and/or delivery dates can be confirmed only by Alamo Industrial in Seguin, TX and delivery is sometimes subject to variance due to conditions beyond the control of Alamo Industrial.

NOTES: Tractor will be deliverd to Alamo Industrial for mounting. Alamo will deliver to customer.
No Govt Contract

Signature: Date: 1/9/2018
E-Mails for order confirmations:

R011711

IFB 17-047/JW
Heavy Equipment for Jefferson County Precinct No. 3
11:00 AM, Tuesday, January 23, 2018

FROM:
Shoppa's Farm Supply
9135 College St.
Beaumont, TX 77707

1004 77701 U.S. POSTAGE PAID BEAUMONT, TX 77701 JAN 17 18 AMOUNT $7.80 R2304E106127-18

TO:
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Rec'd
12:31 PM 1/18/2018

Expected Delivery Day: 01/19/2018
USPS TRACKING NUMBER
9505 5114 4372 8017 1448 25

PRIORITY MAIL
TRACKED INSURED
UNITED STATES POSTAL SERVICE
For Domestic and International Use
Label 107R, May 2016

Cushion Mailer
10 1/2" x 16"

SEALED BID

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: Waukesha Pearce Industries, LLC
8903 Highway 69 South Port Arthur, Texas 77640

Fax: 409-721-6792 Telephone# 409-721-5305

by: Joseph LaBouve Title: Branch Manager
(print name)

Signature: Joseph LaBouve

SUBSCRIBED AND SWORN to before me by the above-named
Joseph LaBouve on

this the 23 day of January, 2018.

Stacy L Barnes
Notary Public in and for
the State of Texas

STACY L. BARNES
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES
June 11, 2019

Bidder Shall Return Completed Form with Offer.

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:

Waukesha Pearce Ind
Company Name

8903 Hwy 69 South
Address

Port Arthur | TX | 77640
City | State | Zip

Signature of Person Authorized to Sign

Ryan Pyburn
Printed Name

Sales
Title

For clarification of this offer, contact:

Ryan Pyburn
Name

409-658-6764
Phone | Fax

Pyburn@wpi.com
E-mail

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

December 18, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-047/JW, Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey) for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: **Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)**

BID NO: **IFB 17-047/JW**

DUE DATE/TIME: **11:00 AM CDT, Tuesday, January 23, 2018**

MAIL OR DELIVER TO: **Jefferson County Purchasing Department**
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Jason Castille, Precinct No. 3 Superintendent at 409-736-2851 or pct3sc@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

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

Table of Contents 1
Instructions to Bidders 2
General Conditions of Bidding and Terms of Contract 6
Special Requirements/Instructions 16
Minimum Specifications 20
Bidder Information Form 27
Offer to Contract Form 28
Acceptance of Offer Form 29
Bid Form 30
Vendor References Form 37
Signature Page 38
Conflict of Interest Questionnaire 39
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY) 40
Good Faith Effort Determination Checklist 41
Notice of Intent 42
HUB Subcontracting Participation Declaration Form 43
Residence Certification/Tax Form 47
Bid Affidavit 48
Technical Specifications ..... APPENDICES A-K

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

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2017:

December 25 & 26	Monday & Tuesday	Christmas

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 a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County,

and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the

Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract

will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.5 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.7 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.8 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.9 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.10 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.11 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.12 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/.
The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance and applicable endorsements.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

General Liability, including Products	$1,000,000
Business Auto Liability	$1,000,000
Cargo / Transit Coverage	Replacement Cost Value of Equipment Purchased
Excess Liability	$1,000,000
Workers' Compensation	Statutory Coverage

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions to: Jason Castille, with Jefferson County Precinct No. 3 at pct3sc@co.jefferson.tx.us. Please reference bid number IFB 17-047/JW.

Scope

Jefferson County is soliciting bids for heavy equipment to replace equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

BRAND REFERENCE

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

The technical specifications shown **(APPENDICES A - K)** are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

▪ Bid Item 1: Reclaimer/Stabilizer:

One (1) BOMAG Model: RS-360 Reclaimer/Stabilizer or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Reclaimer/Stabilizer is to be complete with All Standard Equipment as listed in the technical specifications including Cummins Tier 4 Final Engine (or equivalent). Optional equipment should include ROPS/FOPS and Working Headlights.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery of equipment; with this warranty to cover the Full Machine.

For full technical specifications for this bid item, see **APPENDIX A.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX A.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** BOMAG MPH-100R (SN: 85489) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 2. Motor Grader:

One (1) Mustang CAT Model: 120M2 Motor Grader or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

For full technical specifications for this bid item, see **APPENDIX B.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX B.

Warranty Term for this equipment (included, without additional cost) should be at least: (5) five calendar years from the date of delivery of equipment. The first year of warranty should cover the powertrain and hydraulics for an unlimited amount of hours; with warranty years 2-5 to cover 3,000 hours for powertrain and hydraulics.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** 1998 Champion Motor Grader Model 710 A towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 3. Dozer (Referred to as Tractor by Manufacturer):

One (1) Mustang CAT Model: D5K2 LGP CA Tractor (Dozer) or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

For full technical specifications for this bid item, see **APPENDIX C.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX C.

Warranty Term for this equipment (included, without additional cost) should be at least: (5) five calendar years from the date of delivery of equipment. The first year of warranty should cover the powertrain and hydraulics for an unlimited amount of hours; with warranty years 2-5 to cover 3,000 hours for powertrain and hydraulics.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** 1997 Komatsu D58P towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 4. Pneumatic Roller:

One (1) BOMAG Model: BW11RH-5 Pneumatic Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Pneumatic Roller is to be complete with All Standard Equipment including ROPS/FOPS, Water Sprinkler System, Rotary Beacon, and Additional Ballast to 2,313 lbs., Cocoa Mats and Back-Up Alarm.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX D.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX D.

Trade In: Jefferson County will be trading in a used and **flood-damaged** Dynapac CP142 (SN: 1000-500C0B000882) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 5. Wheel Loader:

One (1) DOOSAN Model: DL220-5 Wheel Loader or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Wheel Loader is to be complete with All Standard Equipment including Triangle Radials, Load Isolation, Hydraulic Coupler, Bucket, 96" X 72" Forks and Additional Counterweight.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/5,000 hour warranty that covers the powertrain and hydraulics.

For full technical specifications for this bid item, see **APPENDIX E.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX E.

Trade-In: Jefferson County will be trading in used and **flood-damaged** John Deere 544H (SN: DW544HX57290) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 6. Vibratory Tandem Roller:

One (1) BOMAG Model: BW161AD-5 Vibratory Tandem Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Vibratory Tandem Roller is to be complete with All Standard Equipment including 90 degree swivel seat unit, Economizer, ROPS, Temperature Gauge, and Joint with Crabwalk.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX F.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX F.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** CAT CB534-C (SN: 5HN00552) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 7. Single Drum Padfoot Roller:

One (1) BOMAG Model: BW211PD-5 84" Single Drum Padfoot Roller or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

The Single Drum Padfoot Roller is to be complete with All Standard Equipment including Magnetic Flashing Beacon.

Warranty term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of the delivery of equipment, with warranty to cover the Full Machine; with warranty to include a (3) three-year/3,000 hour warranty that covers the powertrain (including engine).

For full technical specifications for this bid item, see **APPENDIX G.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX G.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** BOMAG BW213DH-40 (SN: 901582561088) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 8 (A). Hydraulic Excavator:

One (1) Gradall XL3100 Hydraulic Excavator or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery (in service date) of equipment or 1,500 hours – whichever comes first.

Manufacturer should repair or replace, at its option, any factory-installed part that is defective in materials or workmanship under normal use. Any needed part replacements will be made using new or remanufactured parts. This Limited Warranty is limited to repairing or replacing, at the Manufacturer's option, any part proven defective under normal use; provided that the product has been properly registered with the Manufacturer within thirty days after the in-service date and that all required reports are current. The warranty period begins on the product's in-service date, which is the first date the unit is delivered to an end-user (the "Owner"), for purchase. This Warranty is to extend only to the Original Purchase and will be Non-Transferable. This Limited Warranty may subject to those limitations and exclusions.

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:
• Keeping an Operator/Safety Manual available to the operator of the product.
• Using the product in accordance with the Operator/Safety Manual.
• Releasing the product for warranty work.
• Reporting accidents immediately to Manufacturer
• Using the product for safe, approved applications and using only approved accessories.
• Complying with factory initiated Field Campaigns.
• Using only approved components for maintenance and replacement parts.
• Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

What Is Not Covered
• Parts associated with unit maintenance are not warranted beyond (1) one year of the product's in-service date.
• Items subject to normal wear and tear, noise, vibration, or deterioration are not warranted.
• This Limited Warranty does not cover damage caused by abusive usage or extreme applications.
• Any operation beyond the rated capacity or the improper use or application of the product or the substitution of parts not approved by Manufacturer or the failure to release the product for warranty work.
• Tires, engines and batteries are warranted by the applicable Manufacturer.
• Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals or other forms of impact, industrial fallout or pollution,or previous repair.
• External surface rust left unrepaired due to neglect of the product.
• Chassis not manufactured by the Manufacturer

For full technical specifications for this bid item, see **APPENDIX H.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Gradall G3WD towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 8 (B). Hydraulic Excavator:

One (1) Gradall XL3100 Hydraulic Excavator or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty Term for this equipment (included, without additional cost) should be at least: (1) one calendar year from the date of delivery (in service date) of equipment or 1,500 hours – whichever comes first.

Manufacturer should repair or replace, at its option, any factory-installed part that is defective in materials or workmanship under normal use. Any needed part replacements will be made using new or remanufactured parts. This Limited Warranty is limited to repairing or replacing, at the Manufacturer's option, any part proven defective under normal use; provided that the product has been properly registered with the Manufacturer within thirty days after the in-service date and that all required reports are current. The warranty period begins on the product's in-service date, which is the first date the unit is delivered to an end-user (the "Owner"), for purchase. This Warranty is to extend only to the Original Purchase and will be Non-Transferable. This Limited Warranty may subject to those limitations and exclusions.

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator/Safety Manual, The Owner is will also be responsible for:
• Keeping an Operator/Safety Manual available to the operator of the product.
• Using the product in accordance with the Operator/Safety Manual.
• Releasing the product for warranty work.
• Reporting accidents immediately to Manufacturer
• Using the product for safe, approved applications and using only approved accessories.
• Complying with factory initiated Field Campaigns.
• Using only approved components for maintenance and replacement parts.
• Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

What Is Not Covered
• Parts associated with unit maintenance are not warranted beyond (1) one year of the product's in-service date.
• Items subject to normal wear and tear, noise, vibration, or deterioration are not warranted.
• This Limited Warranty does not cover damage caused by abusive usage or extreme applications.
• Any operation beyond the rated capacity or the improper use or application of the product or the substitution of parts not approved by Manufacturer or the failure to release the product for warranty work.
• Tires, engines and batteries are warranted by the applicable Manufacturer.
• Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals or other forms of impact, industrial fallout or pollution,or previous repair.
• External surface rust left unrepaired due to neglect of the product.
• Chassis not manufactured by the Manufacturer

For full technical specifications for this bid item, see **APPENDIX H.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX H.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Gradall XL3100 towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 9. Tractor:

One (1) John Deere 5065E Utility Tractor OOS 4WD or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for this equipment: Warranty term for this equipment (included without additional cost) should be at least: (2) two calendar years/or 2,000 hours from the date of delivery of equipment or whichever comes first, with the warranty to cover powertrain and components as described below in Paragraphs A & B.

A. WHAT IS WARRANTED – Subject to Paragraph B, all parts of any new Equipment are to be warranted for the time period or number of operating hours as specified. Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty- Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by the Manufacturer.

B. ITEMS COVERED SEPARATELY- (1) Tires, rubber tracks and batteries; When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

For full technical specifications for this bid item, see **APPENDIX I.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX I.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Ford 5000 Tractor towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 10. Tractor with Side Mower:

One (1) John Deere 5085E Utility Tractor Cab 4WD with Alamo Side Mower or Equivalents to replace similar pieces of equipment that were damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for Tractor: Warranty term for this equipment (included without additional cost) should be at least: (2) two calendar years/or 2,000 hours from the date of delivery of equipment or whichever comes first, with the warranty to cover powertrain and components as described below in Paragraphs A & B.

A. WHAT IS WARRANTED – Subject to Paragraph B, all parts of any new Equipment are to be warranted for the time period or number of operating hours as specified. Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty- Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by the Manufacturer.

B. ITEMS COVERED SEPARATELY- (1) Tires, rubber tracks and batteries; When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

Warranty term for Side Mower: Warranty term for this equipment (included, without additional cost) should be at least: Manufacturer's Warranty for (1) calendar year from the date of delivery of equipment.

For full technical specifications for this bid item, see **APPENDIX J.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX J.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Case 685 Tractor with Alamo Versa Side Mower towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

▪ Bid Item 11. Pneumatic Tire Forklift:

One (1) Yale Veracitor Pneumatic Tire Forklift Model GP050VX or Equivalent to replace a similar piece of equipment that was damaged and rendered unrepairable due to Hurricane Harvey.

Warranty term for this equipment (included, without additional cost) should be at least: (1) calendar year from the date of the delivery of equipment or 2,000 Hours to include Manufacturer's Warranty coverage; to include a (3) three-year/6,000 hour warranty to cover the powertrain.

For full technical specifications for this bid item, see **APPENDIX K.**
BIDDER MUST COMPLETE, SIGN, & DATE FORM PROVIDED ON THE LAST PAGE OF APPENDIX K.

Trade-In: Jefferson County will be trading in a used and **flood-damaged** Clark Model: C500-YS60 (SN: Y355-1362-4324-1081) towards the purchase of this piece of equipment. Bidder is to include trade-in value for this piece of equipment on the Bid Form provided.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: (IFB 17-047/JW), Heavy Equipment for Jefferson County Precinct No. 3 (To Replace Unrepairable Equipment Damaged by Hurricane Harvey)

Bidder's Company/Business Name: Waukesha Pearce

Bidder's TAX ID Number: 1-74-0841790-9

Contact Person: Ryan Pyburn **Title:** Sales

Phone Number (with area code): 409-658-6764

Alternate Phone Number if available (with area code): 409-721-5305

Fax Number (with area code):

Email Address: Pyburn@wpi.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

8903 Highway 69 South
Address
Port Arthur, Texas 77640
City, State, Zip Code

Bid Form

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

The technical specifications shown **(APPENDICES A - K)** are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

FOR EACH ITEM BID, BIDDER MUST COMPLETE, SIGN, & DATE FORM LOCATED ON THE LAST PAGE OF THE ITEM'S CORRESPONDING APPENDIX.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Item No.	Item Description	Bid Price
1	**BOMAG Model RS-360 Reclaimer/Stabilizer or Equivalent**	$ 361,235 . 00
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG MPH100-R (SN: 85489)		$ 1000 . 00
Total Bid Price (Minus Trade-In Value) $ 360,235 . 00		
Projected Delivery Lead Time from Date of Purchase:	8 weeks	
Equivalent Item Description (Make & Model) for Item No. 1: Bomag RS360 1yr 1000 hour warranty		

Bid Form (Continued)

Item No.	Item Description	Bid Price
2	**Mustang CAT Model 120M2 Motor Grader or Equivalent**	$ 262,075 . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: 1998 Champion Motor Grader Model 710 A		$ 2500 . 00
Total Bid Price (Minus Trade-In Value) $ 264,575 . 00 ~~262,575 . 00~~ 264,575.00		
Projected Delivery Lead Time from Date of Purchase:	8 **weeks**	
Equivalent Item Description (Make & Model) for Item No. 2: Komatsu GD655, 12' mold board 5yr 5000 hour warranty		

Item No.	Item Description	Bid Price
3	**Mustang CAT Model D5K2 LGP CA Tractor (Dozer) or Equivalent**	$ 137,620 . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: 1997 Komatsu D58 P		$ 2500 . 00
Total Bid Price (Minus Trade-In Value) $ 135,120 . 00		
Projected Delivery Lead Time from Date of Purchase:	8 **weeks**	
Equivalent Item Description (Make & Model) for Item No. 3: D39PX-24 5yr/5000 hour warranty		

Bid Form (Continued)

Item No.	Item Description	Bid Price
4	BOMAG Model BW11RH-5 Pneumatic Roller or Equivalent	$ 85,180 . ___
		Trade-In Value
Trade-In Value for used & flood-damaged: Dynapac CP142 (SN: 1000-500C0B000882)		$ 2000 . 00
Total Bid Price (Minus Trade-In Value) $ 83,180 . 00		
Projected Delivery Lead Time from Date of Purchase:	2 weeks	
Equivalent Item Description (Make & Model) for Item No. 4: Bomag BW11RH-5 3yr, 3000 hour warranty		

Item No.	Item Description	Bid Price
5	DOOSAN Model DL220-5 Wheel Loader or Equivalent	$ 191,940 . ___
		Trade-In Value
Trade-In Value for used & flood-damaged: John Deere 544H (SN: DW544HX57290)		$ 8500 . 00
Total Bid Price (Minus Trade-In Value) $ 183,440 . 00		
Projected Delivery Lead Time from Date of Purchase:	6 weeks	
Equivalent Item Description (Make & Model) for Item No. 5: Komatsu WA320-8 5yr/5000 hour warranty		

Bid Form (Continued)

Item No.	Item Description	Bid Price
6	**BOMAG Model BW161AD-5 Vibratory Tandem Roller or Equivalent**	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: CAT CB534-C (SN: 5HN00552)		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 6:		

Item No.	Item Description	Bid Price
7	**BOMAG Model BW211PD-5 84" Single Drum Padfoot Roller or Equivalent**	$ 113,500 . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: BOMAG BW213DH-40 (SN: 901582561088)		$ 2500 . 00
Total Bid Price (Minus Trade-In Value) $ 111,000 . 00		
Projected Delivery Lead Time from Date of Purchase:	2 **weeks**	
Equivalent Item Description (Make & Model) for Item No. 7: Bomag BW211PD-5 3yr/3000 hours warranty		

Bid Form (Continued)

Item No.	Item Description	Bid Price
8 (A).	Gradall XL3100 Hydraulic Excavator or Equivalent	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall G3WD		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ weeks	
Equivalent Item Description (Make & Model) for Item No. 8 (A): _____		

Item No.	Item Description	Bid Price
8 (B).	Gradall XL3100 Hydraulic Excavator or Equivalent	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Gradall XL3100		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ weeks	
Equivalent Item Description (Make & Model) for Item No. 8 (B): _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
9	**John Deere 5065E Utility Tractor OOS 4WD or Equivalent**	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Ford 5000 Tractor		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 9: _____		

Item No.	Item Description	Bid Price
10	**John Deere 5085E Utility Tractor Cab 4WD (with Alamo Side Mower) or Equivalent**	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Case 685 Tractor with Alamo Versa Side Mower		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 10: _____		

Bid Form (Continued)

Item No.	Item Description	Bid Price
11	**Yale Veracitor Pneumatic Tire Forklift Model GP050VX or Equivalent**	$_____ . ____
		Trade-In Value
Trade-In Value for used & flood-damaged: Clark Model: C500-YS60 (SN: Y355-1362-4324-1081)		$_____ . ____
Total Bid Price (Minus Trade-In Value) $_____ . ____		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 11: _____		

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Jefferson County Drainage District #6

Address:

Contact Person and Title: Steve Hubert

Phone: 409-658-0761 Fax:

Email Address: Shhubert@jdd6.org Contract Period:

Scope of Work:

REFERENCE TWO

Government/Company Name: Lower Neches Valley Authority

Address:

Contact Person and Title: Greg Deroen

Phone: 409-926-4956 Fax:

Email Address: greg.deroven@lnva.dst.tx.us Contract Period:

Scope of Work:

REFERENCE THREE

Government/Company Name: City of Beaumont

Address:

Contact Person and Title: Jeff Harville

Phone: 662-497-2885 Fax:

Email Address: Jeff.harville@beaumonttexas.gov 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.

Waukesha Pearce Bidder (Entity Name)	Ryan Pyburn Signature
8903 Hwy 69 South Street & Mailing Address	Ryan Pyburn Print Name
Port Arthur, TX 77706 City, State & Zip	1-19-2018 Date Signed
409-721-5305 Telephone Number	 Fax Number
Pyburn@wpi.com E-mail Address	

Bidder Shall Return Completed Form with Offer.

POWERED BY SOLUTIONS

Waukesha- Pearce Industries, Inc.

Construction - Mining - Recycling Machinery Solutions
www.wpi.com Phone: 1-888-458-0448 Fax:

Equipment Quotation

(This quotation is subject to terms and conditions)

Quotation To:
Jefferson County Precinct 3
525 Lakeshore Dr
Port Arthur TX 77640
Attn: Jamey West Email:

Quote #: QUO-07169-S4M6G2
Date: 1/19/2018
Delivery Date:
REQ:

We at WPI are pleased to offer you the following equipment for your consideration.

D39PX-24 S/N TBD

Base Selling Price (Ea) ***$137,620.00***

2018 New KOMATSU D39PX-24 S/N TBD **sm hrs: 5**

- ROPS Cab, A/C, Heat, Radio
- 27.5" SGS
- 128" PAT Blade
- Rearview Monitor
- Rear Drawbar
- KOMATSU CARE PROGRAM
- KOMTRAX FULL ACCESS

WARRANTY: *5 Year 5000 Hour Warranty*

Total Sales Price (Ea) ***$137,620.00***

Finance Terms		
Down Payment		
Amount Financed		
Fees		
Months	***Rates***	***Monthly Payment***
Down Payment		
Amount Financed	*$138,070.00*	
Fees	*$450.00*	
Months	***Rates***	***Monthly Payment***

Net Sales Price	
Sales Tax	
Diesel Tax	
HET	
Total Sales Price	
Net Sales Price	*$137,620.00*
Sales Tax	*$0.00*
Diesel Tax	*$0.00*
HET	*$0.00*
Total Sales Price	*$137,620.00*

We look forward to your valued order. If you have any questions or comments please feel free to contact me at 409-658-6764 or pyburn@wpi.com

Regards,
Ryan Pyburn

CUSTOMER HAS READ, UNDERSTANDS AND ACKNOWLEDGES THE TERMS / CONDITIONS AS SET FORTH IN THIS DOCUMENT.
This quote becomes a sales order upon written acceptance by BOTH parties subject to those terms and conditions. This order is not valid unless accepted by an authorized WPI Manager.

Accepted: WAUKESHA-PEARCE INDUSTRIES, INC.

By: _____

Title: _____ Date: _____

Accepted: Jefferson County Precinct 3

X _____

Title: _____ Date: _____

POWERED BY SOLUTIONS

Waukesha- Pearce Industries, Inc.

Construction - Mining - Recycling Machinery Solutions
www.wpi.com Phone: 1-888-458-0448 Fax:

Equipment Quotation

(This quotation is subject to terms and conditions)

Quotation To:
Jefferson County Precinct 3
525 Lakeshore Dr
Port Arthur TX 77640
Attn: Jamey West Email:

Quote #: QUO-07168-H1F7F0
Date: 1/19/2018
Delivery Date:
REQ:

We at WPI are pleased to offer you the following equipment for your consideration.

2018 New KOMATSU WA320-8 S/N TBD **sm hrs: 5**

- ROPS Cab, A/C, Heat, Radio
- 20.5-R25 XHA L3 Michelins
- Hydraulic Coupler
- 3.7 YD GP Bucket
- 72" Forks
- Rearview Monitor
- KOMATSU CARE PROGRAM
- KOMTRAX FULL ACCESS

WARRANTY: *5 Year 5000 Hour Warranty*

Total Sales Price (Ea) ***$182,940.00***

Finance Terms		
Down Payment		
Amount Financed	*$183,390.00*	
Fees	*$450.00*	
Months	***Rates***	***Monthly Payment***

Net Sales Price	*$182,940.00*
Sales Tax	*$0.00*
Diesel Tax	*$0.00*
HET	*$0.00*
Total Sales Price	*$182,940.00*

We look forward to your valued order. If you have any questions or comments please feel free to contact me at 409-658-6764 or pyburn@wpi.com

Regards,
Ryan Pyburn

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Accepted: WAUKESHA-PEARCE INDUSTRIES, INC.

By: _____

Title: _____ Date: _____

Accepted: Jefferson County Precinct 3

X _____

Title: _____ Date: _____

POWERED BY SOLUTIONS

Waukesha- Pearce Industries, Inc.

Construction - Mining - Recycling Machinery Solutions
www.wpi.com Phone: 1-888-458-0448 Fax:

Equipment Quotation

(This quotation is subject to terms and conditions)

Quotation To:
Jefferson County Precinct 3
525 Lakeshore Dr
Port Arthur TX 77640
Attn: Jamey West Email:

Quote #: QUO-07167-P9R8T1
Date: 1/19/2018
Delivery Date:
REQ:

We at WPI are pleased to offer you the following equipment for your consideration.

2018 New KOMATSU GD655-6 S/N TBD **sm hrs: 5**

- ROPS Cab, A/C, Heat, Radio
- 12" Mold Board
- 17.5R25 Michelin XTLA Radials
- Rear Ripper
- Rearview Monitor
- KOMATSU CARE PROGRAM
- KOMTRAX FULL ACCESS

WARRANTY: *5 Year 5000 Hour Warranty*

Total Sales Price (Ea) ***$267,075.00***

Finance Terms		
Down Payment		
Amount Financed	*$267,525.00*	
Fees	*$450.00*	
Months	***Rates***	***Monthly Payment***

Net Sales Price	*$267,075.00*
Sales Tax	*$0.00*
Diesel Tax	*$0.00*
HET	*$0.00*
Total Sales Price	*$267,075.00*

We look forward to your valued order. If you have any questions or comments please feel free to contact me at 409-658-6764 or pyburn@wpi.com

Regards,
Ryan Pyburn

CUSTOMER HAS READ, UNDERSTANDS AND ACKNOWLEDGES THE TERMS / CONDITIONS AS SET FORTH IN THIS DOCUMENT.
This quote becomes a sales order upon written acceptance by BOTH parties subject to those terms and conditions. This order is not valid unless accepted by an authorized WPI Manager.

Accepted: WAUKESHA-PEARCE INDUSTRIES, INC.

By: _____

Title: _____ Date: _____

Accepted: Jefferson County Precinct 3

X _____

Title: _____ Date: _____

POWERED BY SOLUTIONS

Waukesha- Pearce Industries, Inc.

Construction - Mining - Recycling Machinery Solutions
www.wpi.com Phone: 1-888-458-0448 Fax:

Equipment Quotation

(This quotation is subject to terms and conditions)

Quotation To:
Jefferson County Precinct 3
525 Lakeshore Dr
Port Arthur TX 77640
Attn: Jamey West Email:

Quote #: QUO-07166-Q1G1M2
Date: 1/19/2018
Delivery Date:
REQ:

We at WPI are pleased to offer you the following equipment for your consideration.

2018 New BOMAG BW211PD-50 S/N TBD **sm hrs: 5**

- ROPS Canopy
- 89.4" Pad Drum
- Beacon Light
- 127 Horsepower

WARRANTY: *3 Year 3000 Hour Warranty*

Total Sales Price (Ea) ***$113,500.00***

Finance Terms		
Down Payment		
Amount Financed	*$113,950.00*	
Fees	*$450.00*	
Months	***Rates***	***Monthly Payment***

Net Sales Price	*$113,500.00*
Sales Tax	*$0.00*
Diesel Tax	*$0.00*
HET	*$0.00*
Total Sales Price	*$113,500.00*

We look forward to your valued order. If you have any questions or comments please feel free to contact me at 409-658-6764 or pyburn@wpi.com

Regards,
Ryan Pyburn

CUSTOMER HAS READ, UNDERSTANDS AND ACKNOWLEDGES THE TERMS / CONDITIONS AS SET FORTH IN THIS DOCUMENT.
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Accepted: WAUKESHA-PEARCE INDUSTRIES, INC.

By: _____

Title: _____ Date: _____

Accepted: Jefferson County Precinct 3

X _____

Title: _____ Date: _____

POWERED BY SOLUTIONS

Waukesha- Pearce Industries, Inc.

Construction - Mining - Recycling Machinery Solutions
www.wpi.com Phone: 1-888-458-0448 Fax:

Equipment Quotation

(This quotation is subject to terms and conditions)

Quotation To:
Jefferson County Precinct 3
525 Lakeshore Dr
Port Arthur TX 77640
Attn: Jamey West Email:

Quote #: QUO-07164-J2G0B9
Date: 1/19/2018
Delivery Date:
REQ:

We at WPI are pleased to offer you the following equipment for your consideration.

2018 New Miscellaneous MISC-EQUIPMENT S/N Bomag RS360 **sm hrs: 5**

- RS 360
- ROPS Canopy
- 78.9" Drum Width
- Cummins Engine

WARRANTY: *1 Yr / Unlimited Hrs Complete Machine*

Total Sales Price (Ea) ***$361,235.00***

Finance Terms		
Down Payment		
Amount Financed	*$361,685.00*	
Fees	*$450.00*	
Months	***Rates***	***Monthly Payment***

Net Sales Price	*$361,235.00*
Sales Tax	*$0.00*
Diesel Tax	*$0.00*
HET	*$0.00*
Total Sales Price	*$361,235.00*

We look forward to your valued order. If you have any questions or comments please feel free to contact me at 409-658-6764 or pyburn@wpi.com

Regards,
Ryan Pyburn

CUSTOMER HAS READ, UNDERSTANDS AND ACKNOWLEDGES THE TERMS / CONDITIONS AS SET FORTH IN THIS DOCUMENT.
This quote becomes a sales order upon written acceptance by BOTH parties subject to those terms and conditions. This order is not valid unless accepted by an authorized WPI Manager.

Accepted: WAUKESHA-PEARCE INDUSTRIES, INC.

By: _____

Title: _____ Date: _____

Accepted: Jefferson County Precinct 3

X _____

Title: _____ Date: _____

POWERED BY SOLUTIONS

Waukesha- Pearce Industries, Inc.

Construction - Mining - Recycling Machinery Solutions
www.wpi.com Phone: 1-888-458-0448 Fax:

Equipment Quotation

(This quotation is subject to terms and conditions)

Quotation To:
Jefferson County Precinct 3
525 Lakeshore Dr
Port Arthur TX 77640
Attn: Jamey West Email:

Quote #: QUO-07165-Y8Y5W2
Date: 1/19/2018
Delivery Date:
REQ:

We at WPI are pleased to offer you the following equipment for your consideration.

2018 New BOMAG BW11RH-5 S/N TBD **sm hrs: 5**

- ROPS Canopy
- 68" Working Width
- Kubota Engine
- Rotary Beacon
- Additional Ballast
- Sprinkler System

WARRANTY: *3 YR 3000 Hour Warranty*

Total Sales Price (Ea) ***$85,180.00***

Finance Terms		
Down Payment		
Amount Financed	*$85,630.00*	
Fees	*$450.00*	
Months	***Rates***	***Monthly Payment***

Net Sales Price	*$85,180.00*
Sales Tax	*$0.00*
Diesel Tax	*$0.00*
HET	*$0.00*
Total Sales Price	*$85,180.00*

We look forward to your valued order. If you have any questions or comments please feel free to contact me at 409-658-6764 or pyburn@wpi.com

Regards,
Ryan Pyburn

CUSTOMER HAS READ, UNDERSTANDS AND ACKNOWLEDGES THE TERMS / CONDITIONS AS SET FORTH IN THIS DOCUMENT.
This quote becomes a sales order upon written acceptance by BOTH parties subject to those terms and conditions. This order is not valid unless accepted by an authorized WPI Manager.

Accepted: WAUKESHA-PEARCE INDUSTRIES, INC.

By: _____

Title: _____ Date: _____

Accepted: Jefferson County Precinct 3

X _____

Title: _____ Date: _____

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity — Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM **CIS**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative	Signature
Title	Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

APPENDIX A

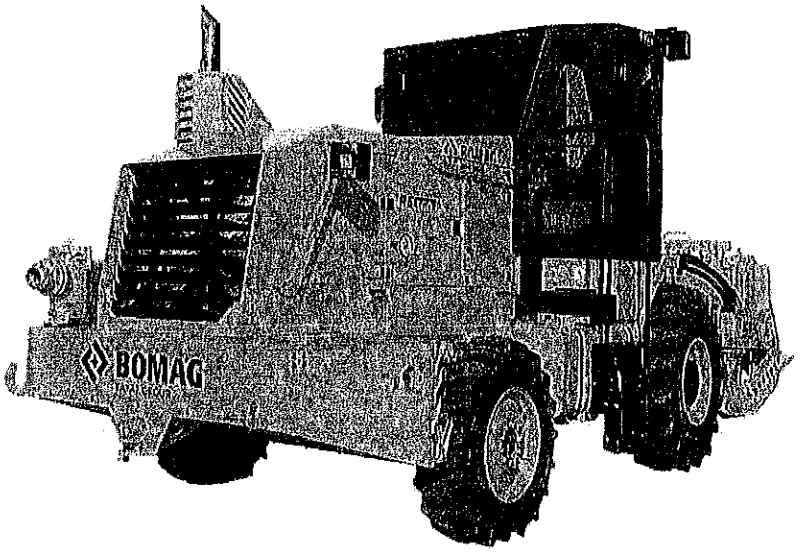
Technical Specifications: Reclaimer/Stabilizer

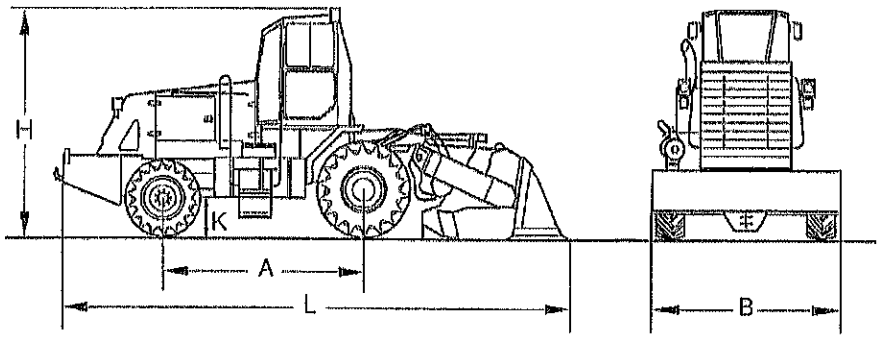
BOMAG
FAYAT GROUP

TECHNICAL DATA

STABILIZERS/RECYCLERS

RS 360





Dimensions in in

	A	B	H	K	L
RS 360	129.0	115.0	136.0	19.0	331.0

Shipping dimensions in cub.yd

RS 360	112,571

Technical Data		BOMAG RS 360
Weights		
Operating weight CECE	lb	39,000
Axle load, front CECE	lb	10,803
Axle load, rear CECE	lb	28,197
Dimensions		
Track radius, inner	in	252,0
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		28LRx26-16SL
Brakes		
Service brake		hydrost.
Parking brake		multi disc
Steering		
Steering system		front
Steering method		hydraulic
Rotor		
Rotor width	in	76,9
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:

_____
_____
_____
_____
_____
_____

BOMAG
FAYAT GROUP

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 SHOE 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

0P9003	LANE 3 ORDER
0P1939	ANTIFREEZE WINDSHIELD WASHER
0P2265	ROLL ON-ROLL OFF
0P3978	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, D5K LGP

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 3: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX C) & the bid specifications.

_____

Print Name & Title Above

_____ _____

Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

APPENDIX D

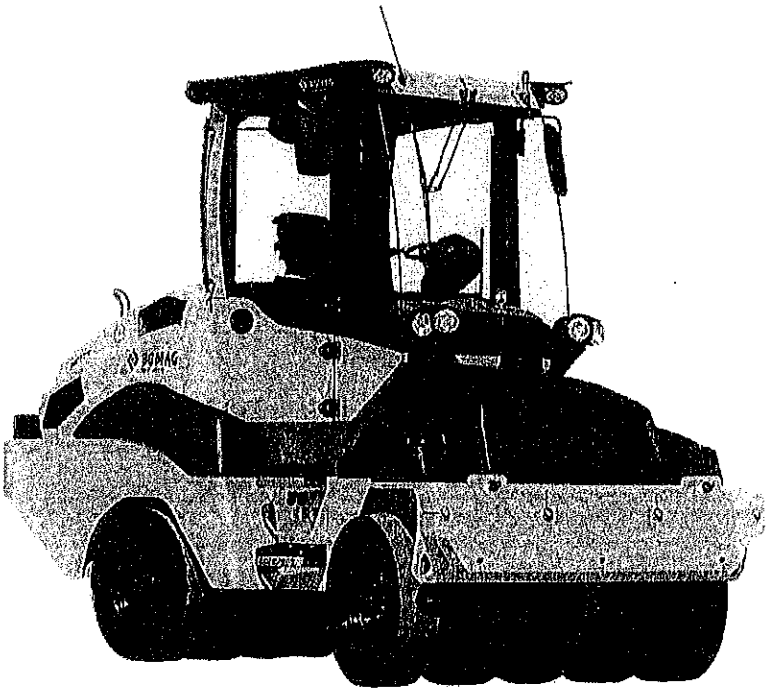
Technical Specifications: Pneumatic Roller

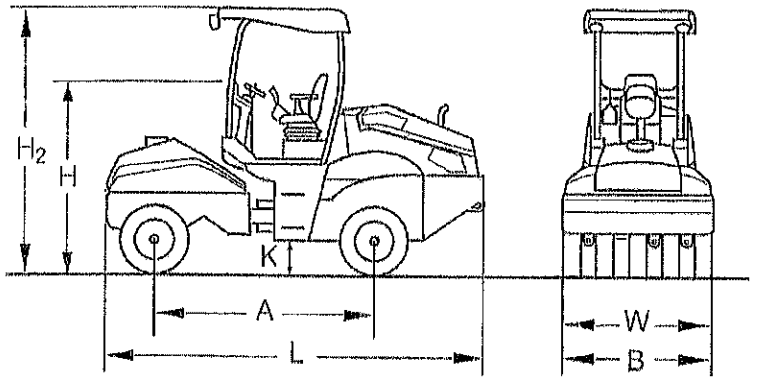
BOMAG
FAYAT GROUP

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	without ROPS	with ROPS
BW 11 RH-5	20.865	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
Driving Characteristics		
Speed (1)	mph	7.5
Speed (2)	mph	9.9
Speed (3)	mph	12.4
Max. gradeability (dep. on soil con.)	%	20
Drive		
Engine manufacturer		Kubota
Type		V3307 CR-T
Emission stage		4 final
Cooling		water
Number of cylinders		4
Performance ISO 14396	kW	55.4
Performance SAE J 1995	hp	74.0
Electric equipment	V	12
Drive system		hydrost.
Driven axles		rear
Tyres		
Tyre size		7.50x15 14PL
Wheel track overlap	in	0.5
Number of tyres, front / rear		5/4
Steering		
Steering system		oscil.artic.
Steering method		hydrost.
Steering angle +/-	deg	35
Oscillating angle +/-	deg	10.0
Oscillation of tyres, front	deg	5
Capacities		
Fuel	gal	52.8
Water	gal	140.0

Technical modifications reserved. Machines may be shown with options.

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 4: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX D) & the bid specifications.

_____
Print Name & Title Above

_____ _____
Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

_____

_____

_____

_____

_____

APPENDIX E

Technical Specifications: Wheel Loader

On Off Compare Units US Metric

Print Specification Download Specification

Collapse All Specifications

	Doosan DL220-5	
Configuration	US10	US20
Engine		
Model	DL08	
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 cm³	
Hydraulic System		
Main Pump: Displacement	74 cm³/rev	
System Pressure: Work	254.93 kgf/cm²	
Boom Speed - Up (Loaded)	6 s (±0.5 s)	
Boom Speed - Down	3.5 s (±0.4 s)	
Bucket Speed - Dump	1.2 s (±0.3 s)	
Main Pump: Max. Flow Rate (each)	40.95 gal/min	
Main Pump: Quantity	1	
Main Pump: Main Relief Pressure	250 bar	
Total Cycle Time	10.7 s (±0.3 s)	
Undercarriage		
Tire Size	20.5-R25 (L3)	
Tread Width	6' 4"	
Travel System/Drive Mechanism		
Travel performance: Gradeability	30° @ 58 %	
Travelingperformance: Max. Tractive Effort	24,692 lb	
Weights		
Operating Weight	27,381 lb	28,296 lb
Dimensions		
Bucket Capacity	2.3 m³	2.3 m³
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' 6"
External Turning Radius at Bucket Edge	19' 6"	20' 0"
Static Tipping Load (Straight)	21,231 lb	19,412 lb
Static Tipping Load (Full Turn)	18,750 lb	17,141 lb
Breakout Force	22,706 lbf	25,179 lbf
Rear Axle Oscillation	22°	
Digging Depth	3"	7"

Transmission

Speeds Fwd	4
Speeds Rev	3
Travel Speed Forward - 1st gear	4.35 mph
Travel Speed Forward - 4th gear	24.23 mph
Final Drive	Planetary-Outboard
Differential Type	Limited Slip

Refill Capacities

Fuel Tank	62.08 gal
Cooling System	8.29 gal
Hydraulic System	39.63 gal
Hydraulic Tank	31.7 gal
DEF / Ad blue Tank	8.32 gal
T/C and T/M	10.57 gal

Certain specification(s) are based on engineering calculations and are not actual measurements. Specification(s) are provided for comparison purposes only and are subject to change without notice. Specification(s) for your individual equipment will vary based on normal variations in design, manufacturing, operating conditions, and other factors.

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 5: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX E) & the bid specifications.

_____
Print Name & Title Above

_____ _____
Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

_____

_____

_____

_____

_____

_____

_____

APPENDIX F

Technical Specifications: Vibratory Tandem Roller

BOMAG
FAYAT GROUP

Tandem Vibratory Rollers
BW161AD-5 HF, BW190AD-5 HF

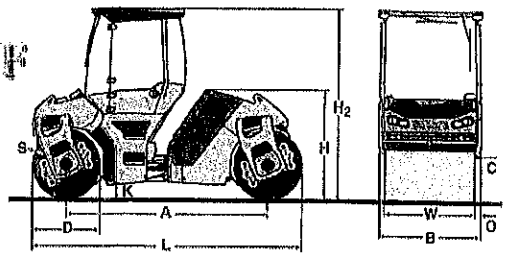


KEY FEATURES	
• 2 Amplitudes / 2 Frequencies	• Visible sightlines to drum edge
• Kubota Tier 4i engine	• Open operator's platform
• ECOMODE	• 180 degree swivel operator's seat
• ECONOMIZER option	• Crab walk option

www.bomag.com/us

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		BOMAG BW161AD-5 HF	BOMAG BW190AD-5 HF
Weights			
Operating weight with ROPS	lb (kg)	21600 (9800)	26120 (11850)
Operating weight with cab	lb (kg)	22045 (10000)	26560 (12050)
Drive			
Engine manufacturer		Kubota	Kubota
Type		V3800 CR-TI	V3800 CR-TI
Emission stage		Tier 4i	Tier 4i
Cooling		water	water
Number of cylinders		4	4
Performance ISO 14396	hp (kW)	114 (85)	114 (85)
Speed	rpm	2600	2600
Electric equipment	V	12	12
Brakes			
Service brake		hydrost.	hydrost.
Parking brake		multi disc	multi disc
Steering			
Steering system		oscil. artic.	oscil. artic.
Track radius, inner	in (mm)	192.1 (4900)	186.8 (4745)
Lateral displacement right/left (crab steer option)	in (mm)	6.7 (170)	6.7 (170)s
Exciter system			
Vibrating drum		front + rear	front + rear
Automatic vibration shut off		standard	standard
Frequency	vpm (Hz)	3000/4200 (50/70)	3000/4200 (50/70)
Amplitude	in (mm)	0.023/0.010 (0.6/0.26)	0.036/0.013 (0.91/0.33)
Centrifugal force	lb (kN)	22706/19109 (101/85)	39791/27876 (177/124)
Capacities			
Fuel	g (l)	38.3 (145)	38.3 (145)
Water	g (l)	198.1 (750)	198.1 (750)

Technical modifications reserved. Machines may be shown with options.

www.bomag.com/us

BOMAG
FAYAT GROUP

[redacted]

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 6: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX F) & the bid specifications.

_____
Print Name & Title Above

_____ _____
Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

_____
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APPENDIX G

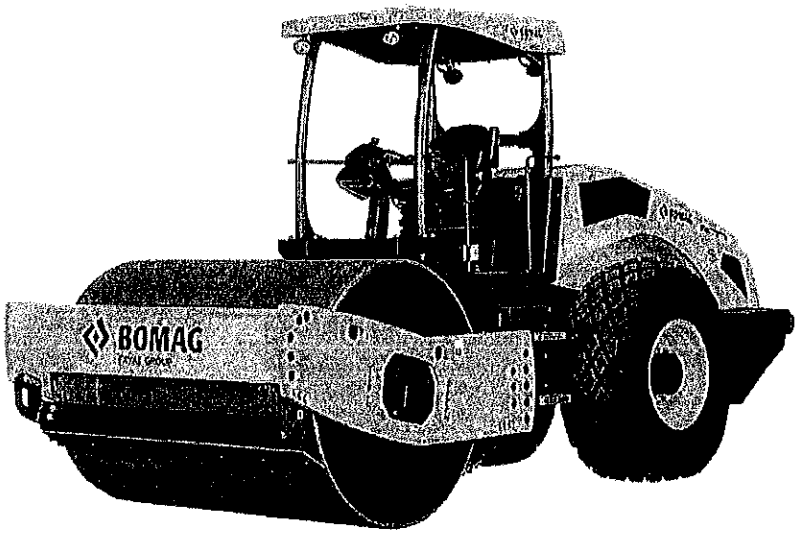
Technical Specifications: Single Drum Padfoot Roller

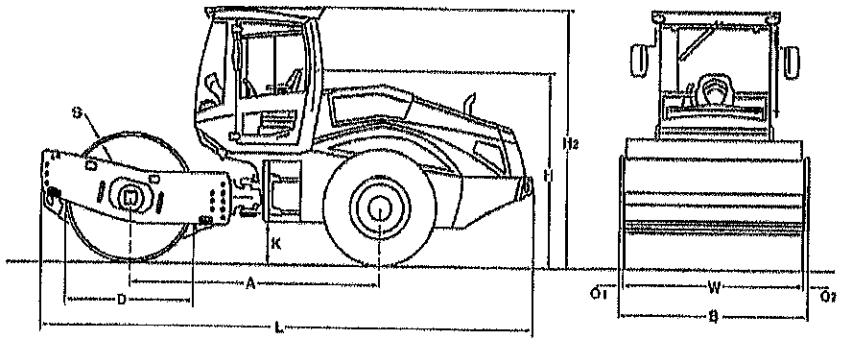
BOMAG
FAYAT GROUP

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	without ROPS	with ROPS
BW 211 D-5	39,406	52,112
BW 211 PD-5	39,406	52,112

Machine type	Compaction output (cub.yd/h)			
	Rock fill	Gravel, sand	Mixed soil	Silt, clay
BW 211 D-5	523.2-1046.4	353.1-706.3	287.7-575.5	143.9-287.7
BW 211 PD-5	523.2-1046.4	353.1-706.3	287.7-575.5	209.3-418.5

Machine type	Compacted layer thickness (in)			
	Rock fill	Gravel, sand	Mixed soil	Silt, clay
BW 211 D-5	27.6	19.7	15.7	7.9
BW 211 PD-5	27.6	19.7	15.7	9.8

Technical Data		BOMAG BW 211 D-5	BOMAG BW 211 PD-5
Weights			
Grossweight	lb	28,418	28,109
Operating weight CECE w. ROPS-cabin	lb	23,369	26,676
Axle load, drum CECE	lb	12,500	15,807
Axle load, wheels CECE	lb	10,869	10,869
Static linear load CECE	lb/in	149.1	
Dimensions			
Working width	in	83.9	83.9
Track radius, inner	in	144.9	144.9
Driving Characteristics			
Speed (1)	mph	0- 3.1	0- 3.1
Speed (2)	mph	0- 3.7	0- 3.7
Speed (3)	mph	0- 5.0	0- 5.0
Speed (4)	mph	0- 6.8	0- 6.8
Max. gradeability without/with vibr.	%	51/48	64/61
Drive			
Engine manufacturer		Deutz	Deutz
Type		TCD 3.6 L4	TCD 3.6 L4
Emission stage		4/4	4/4
Cooling		Liquid	Liquid
Number of cylinders		4	4
Performance ISO 3046	hp	127.4	127.4
Performance SAE J 1995	hp	128.0	128.0
Speed	min-1	2,000	2,000
Fuel		diesel	diesel
Electric equipment	V	12	12
Drive system		hydrost.	hydrost.
Drum driven		standard	standard
Drums and Tyres			
Number of pad feet			150
Area of one pad foot	sq.in		21.2
Height of pad feet	in		3.9
Tyre size		23.1-26 12PR	23.1-26 12PR
Brakes			
Service brake		hydrost.	hydrost.
Parking brake		hydromec.	hydromec.
Steering			
Steering system		oscil.artic.	oscil.artic.
Steering method		hydrost.	hydrost.
Steering / oscillating angle +/-	deg	35/12.0	35/12.0
Exciter system			
Drive system		hydrost.	hydrost.
Frequency	vpm	1,800/2,040	1,800/2,040
Amplitude	in	0.077/0.039	0.067/0.035
Centrifugal force	lb	53,954/35,520	64,071/43,613
Centrifugal force	t	24.5/16.1	29.1/19.8
Capacities			
Fuel	gal	66.0	66.0

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

_____ _____ Signature

Date

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

Technical Specifications
Gradall Hydraulic Excavator

NEW 2017 GRADALL XL3100 TRK MNTD EXCVTR Gradall
XL3100
Air Conditioning
Aux Hydraulic Plumbing
24v LED Upper Work Lights
G-296 385/65R22.5 Front Tires
60in Bucket
24v LED Upper Beacon w/ Limb Guard
Equipped with the Following
Options Left Hand Rear Step
G-282 11R24.5 Rear Tires
Tilt Steering Column
Telescopic Boom with 220 Degree of Rotation (110 each way)

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 8 (A). : Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX H) & the bid specifications.

_____
Print Name & Title Above

_____ _____
Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

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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

JOHN DEERE 5065E Utility Tractor OOS 4WD

Code	Description	Qty
1746LV	5065E Utility Tractor	1
	Standard Options - Per Unit	
0202	United States	1
0409	English Operator's Manual and Decal Kit	1
1381	12F/12R PowrReverser Transmission - 540/540E (PR)	1
1799	Less Loader Prep Package	1
2000	Open Operator Station	1
3420	Dual Mid Valves with Joystick Control	1
5185	16.9-28 In. 6PR R1 Bias	1
6040	Mechanical Front Wheel Drive (MFWD)	1
6101	9.5-24 In. 6PR R1 Bias	1

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 9: Bidder agrees to provide equipment that will meet or exceed the specifications as described in this appendix (APPENDIX I) & the bid specifications.

_____
Print Name & Title Above

_____ _____
Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

_____
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APPENDIX J

Technical Specifications: Tractor with Side Mower

2017 JOHN DEERE 5085E Utility Tractor Cab 4WD

Code	Description	Qty
696BLV	5085E UTILITY TRACTOR	1
	Standard Options - Per Unit	
696BLV0409	5E FT4 PR ENGLISH OM	1
696BLV1381	5E FT4 12/12 TRANSMISSION	1
696BLV2050	5E FT4 CAB STD	1
696BLV2110	MECHANICAL SUSPENSION SEAT	1
696BLV3025	EXHAUST CORNER POST CAB	1
696BLV3320	DUAL REAR SCV	1
696BLV3420	DUAL MID SCV	1
696BLV5121	16.9-30 6PR R1	1
696BLV6040	FRONT AXLE MFWD	1
696BLV6111	11.2-24 6PR R1	1

Side Mower
Specifications

Tractor Model	5075E/5100E
Pick One	CAB
Pick One	4WD
Tire Sizes	12.4 24/ 18.4 30

Qty.	Item #	Description			
1	04950005	Versa Extreme Svc Arm			
1	02964876	60" Rot. head w/chains			
1		Mount Kit - 5085E/5100E Cab			
1	02963045	Mounting Svc. and Oil			

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

Yale
People, Products, Productivity.



MODEL: GP050VX

All trucks shown with optional equipment. Please refer to quotation specifications

Yale People. Products. Productivity.

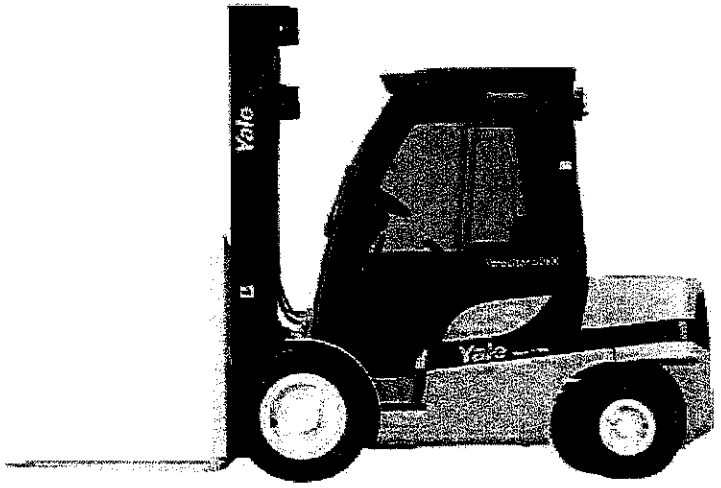
Included Items	Description
Model	Yale Veracitor Pneumatic Tire Forklift Model GP050VX: Nominal 5000 lb. capacity at 24" load center. Veracitor trucks feature Industrial Grade Critical Components that maximize productive value and economic life of the lift truck. Rugged powertrains and cooling systems 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 durabilty. 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.

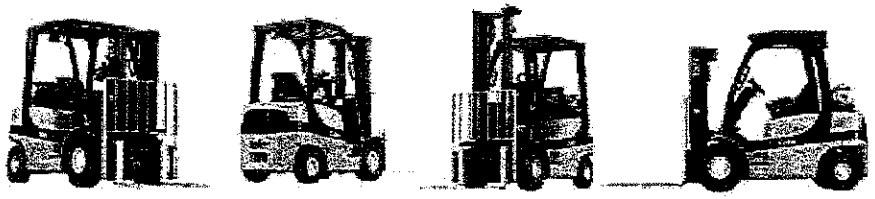
People. Products. Productivity.

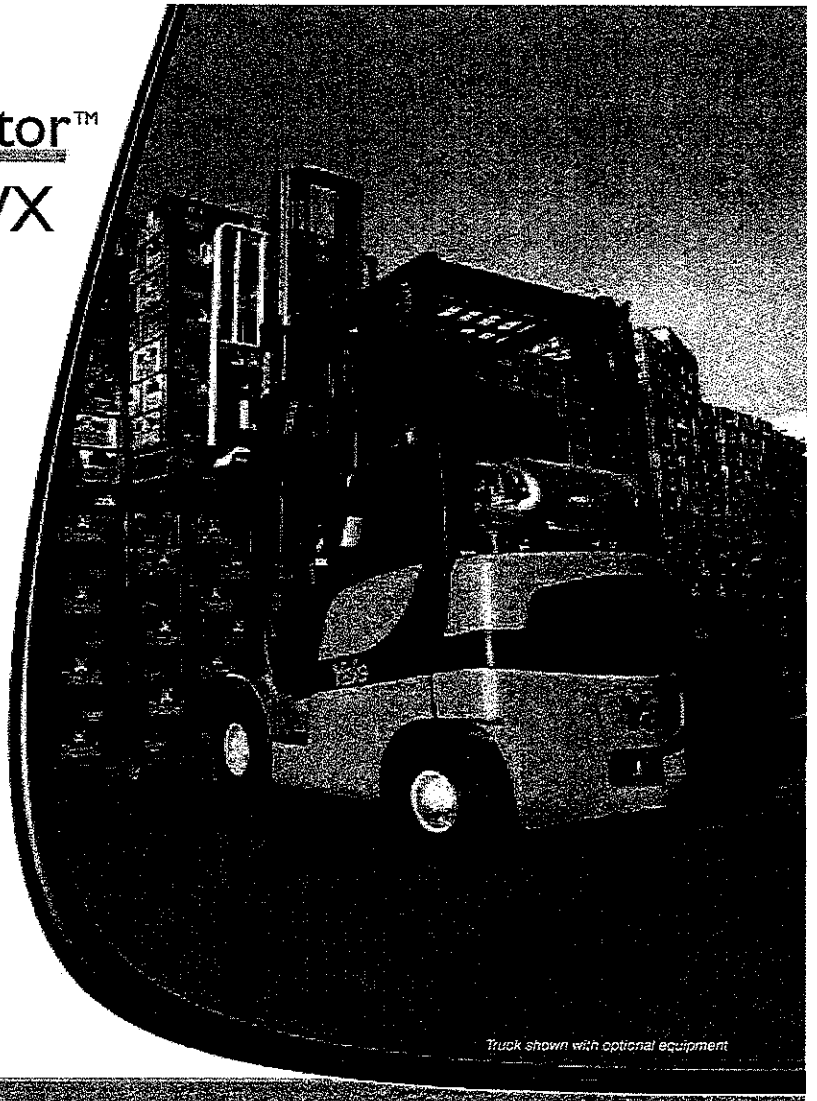
Included Items	Description
Forks	48" Long Class II Hook Type (1.6" x 3.9") Standard Tapered Forks. Designed for smooth, accurate insertion.
Hydraulics	3 Function (1 Auxiliary) Hydraulic Control Valve Cowl mounted mechanical lever hydraulic controls are conveniently located.
Hoses	1 Auxiliary Function Hose Group - 2 Hoses Internally Mounted
Wheels & Tires	Drive Tires - 7.00 x 12 - Pneumatic Shaped Solid (PSS) - Standard Tread Width Steer Tires - 6.00 x 9 - Pneumatic Shaped Solid
Operator Compartment	86" (2185mm) Overhead Guard - Grid Style
Directional Control	Lever Shift Direction Control - Mounted on Left Hand Side of Steering Column Steering wheel with integral spinner knob to enhance operator comfort and control.
Seat	Our No-Cinch ELR (Emergency Locking Retractor) seat belt system moves with the operator and improves operator comfort and safety without cinching, especially when driving in reverse. It locks only when necessary to assist in operator safety. Non-Suspension Vinyl Seat
Chassis Options	Full venting package features vented panels to allow cleaner air to enter the engine compartment. This reduces the 'vacuuming' effect where floor debris is drawn up into engine and radiator areas.
Lights & Alarms	Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A) Visible Alarm - Amber LED Strobe - Keyswitch Activated - Does Not Increase Truck Height Work Lights - LED Plastic Lens - 2 Front and 1 Rear
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty
Literature & Nameplate	English Literature Pack and Labels

Sales • Rentals • Financing • Fleet Management
Parts • Service • Operator Training

Veracitor™
GP-VX







Truck shown with optional equipment

Manufactured in our own ISO 9001:2000 Registered Facilities

Yale

Pneumatic Tire Trucks 4,000 - 7,000 lbs.

2219-2/06

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 power-train protection system and enhanced monitoring increases long-term durability.

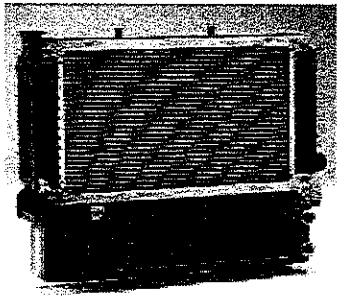
The Veracitor™ VX offers reliable electronics, including **sealed connectors**, allowing the entire truck to be pressure washed. Hall Effect sensors and switches in the key switch and direction lever have solid-state components that are magnetically operated and are 100% sealed from the environment.

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



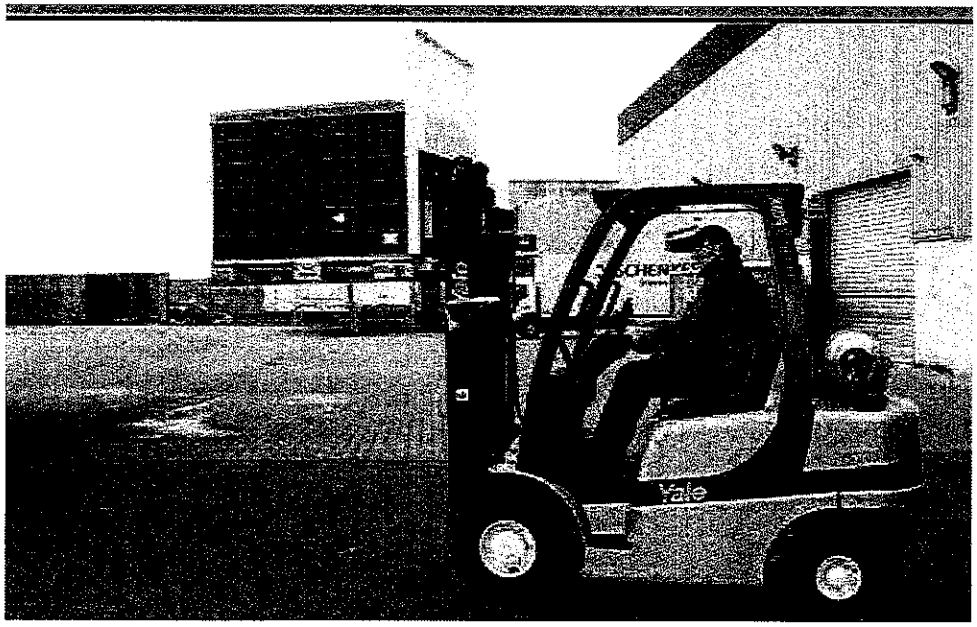
Innovative Cooling

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

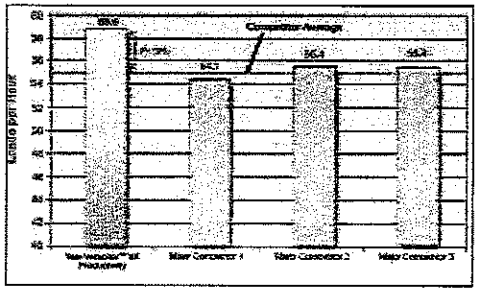
Ultimate productivity

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.



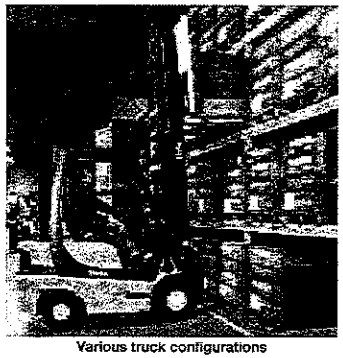
Source: NMHG Counterbalanced Development Center

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.

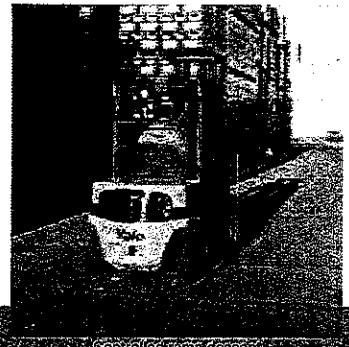
The CSE (Continuous Stability Enhancement) system enhances the truck's lateral stability with a simple, maintenance-free design that does not compromise uneven surface travel.



Various truck configurations



Variety of powertrain options

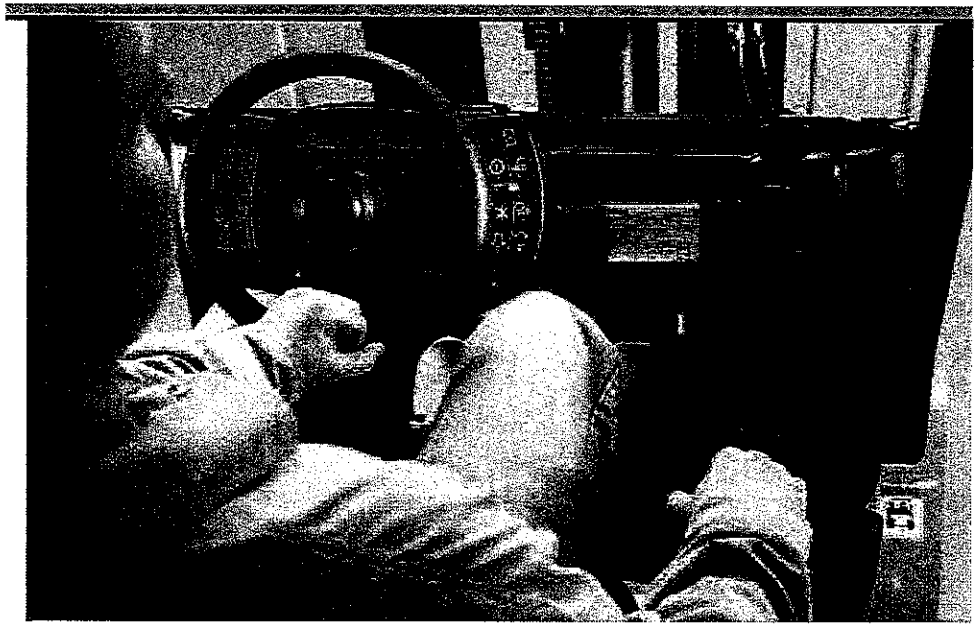


Controlled ramp descent

ultimate performance

Intelligent ergonomics

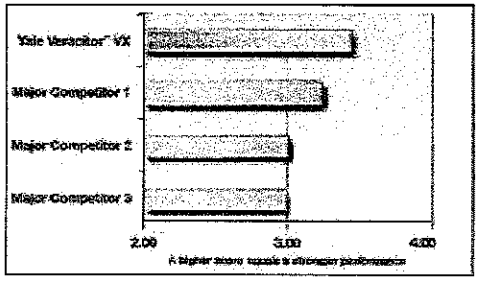
Operators prefer our trucks. Operator comfort is enhanced by the increased foot space in the well designed operator's compartment. The isolated powertrain reduces noise and vibration minimizing operator fatigue and increasing operator productivity throughout a shift. Excellent operator visibility is afforded through the Yale Global Hi Vis™ mast.



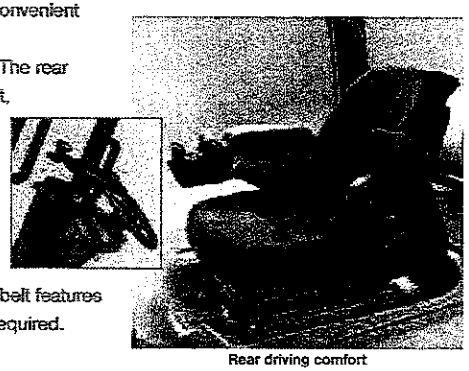
All trucks shown with optional equipment

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.

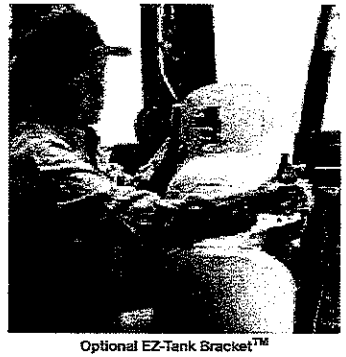


Rear driving comfort

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.





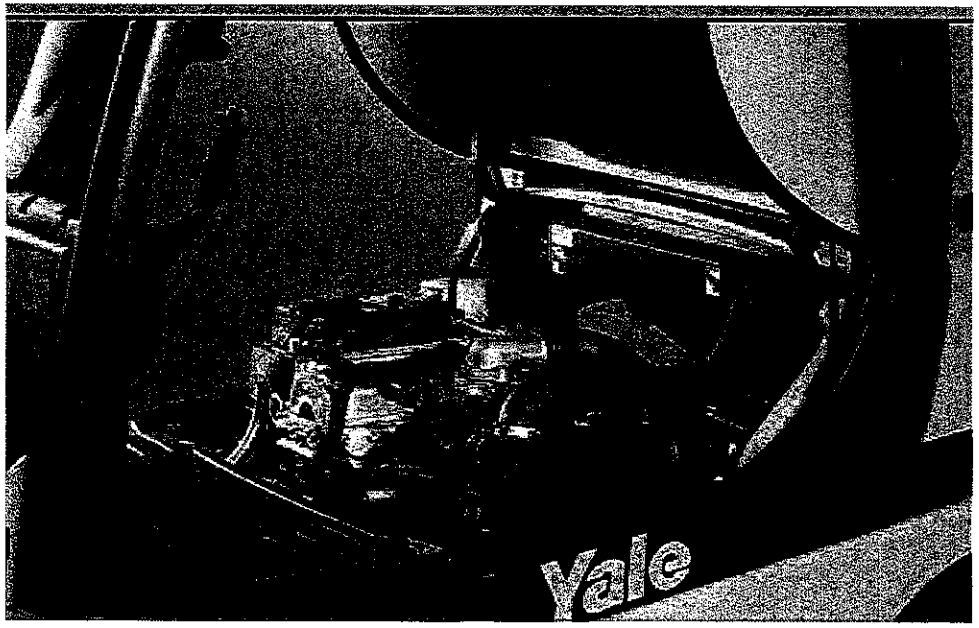


Optional Palmtech Joystick control

innovative design

Yale gold service

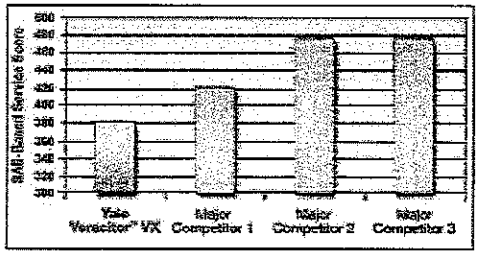
Not only is the Veracitor™ VX series designed to require less maintenance, it is also designed to be extremely easy to service. From the rear-opening, one-piece hood and on-board diagnostics, to the reliable, most comprehensive parts availability in the industry, these trucks were designed with service 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



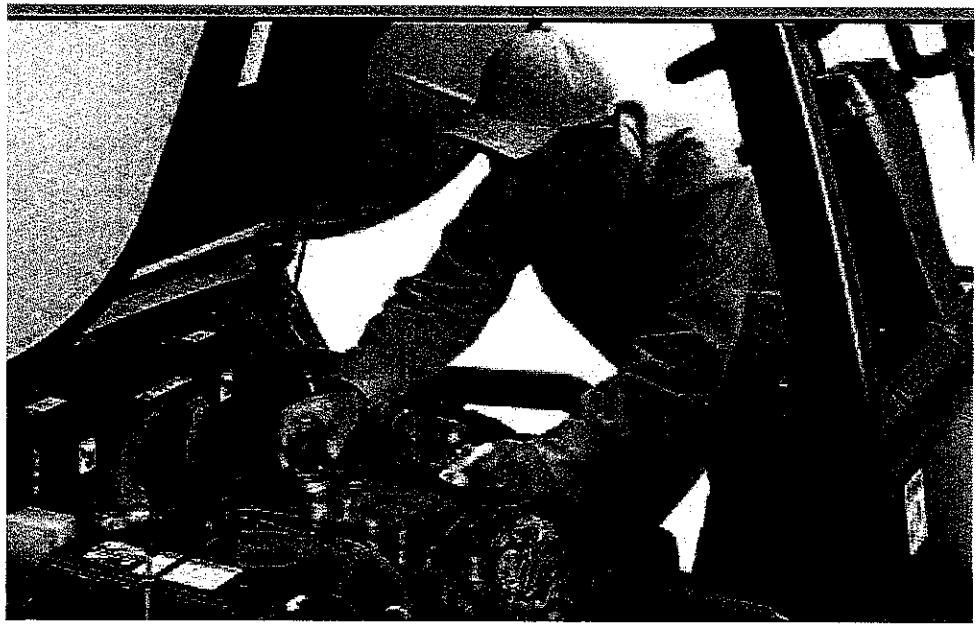
Uncluttered layout



maximum access

Low cost of ownership

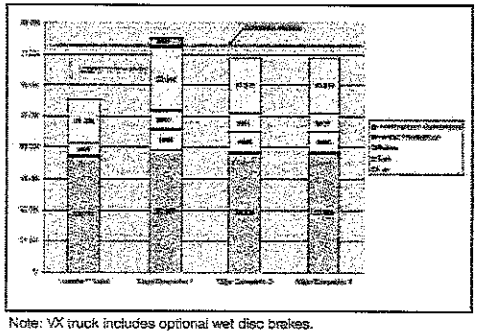
The purchase price of a truck is only a small part of its overall cost. A lift truck's cost of ownership is the largest portion of dollars spent and includes such elements as periodic maintenance, unscheduled repairs, tires, brakes and fuel costs. The Yale engineers focused on cost savings with additional 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.

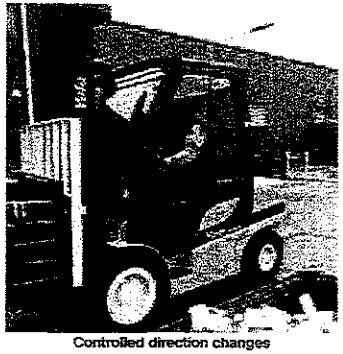
Brake life is significantly improved with the optional **Auto Deceleration System**, which is standard on the Techtronix transmissions. This system automatically slows the truck when the throttle pedal is released, minimizing brake usage requirements, and reducing associated brake wear costs.

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.

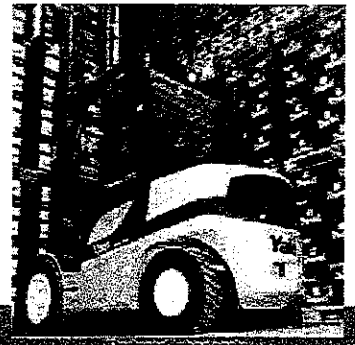
Yale has improved serviceability of the Veracitor™ VX series and thereby **reduced the labor cost** involved with periodic maintenance and unscheduled repairs. Easy to remove floor plate requires no tools and offers complete access to the powertrain. Simplified daily checks and reduced service requirements lead to lower maintenance costs.



Increased tire life



Controlled direction changes



intelligent investment

Veracitor™ VX choices

The Veracitor™ VX Series is available in three configurations to meet and exceed your materials handling application requirements.



Truck Type	VX Productivity	VX Value	VX
Design Objective	maximize loads moved per hour	minimize cost per hour	economical purchase price
Environment	variable	variable	clean/dry
Extended Drawbar Pull	frequent	minimal	none
Hydraulic Attachments	high attachment usage	moderate	sideshift/fork positioner only

Veracitor™ VX versatility

The Veracitor™ VX series offers various truck configurations and options to meet your application requirements.

Engines	Transmissions	Hydraulics	Brakes
2.0L Mazda Power = 40.6 HP Torque = 82 lb - ft @ 2,600 RPM	**Standard Electronic** One-speed Transmission Electronic Inching Heavy-Duty Clutch Packs	**Manual Cowl** Easy Reach Ergonomic Design Excellent Right-Side Access	**Drum** Self-Energizing Automatically Adjusting
2.2L Mazda Power = 46.5 HP Torque = 94 lb - ft @ 2,600 RPM	**Techtronix 100** All Features of Standard Single-speed Auto-Deceleration System Extended Drawbar Pull Controlled Rollback	**Accutouch Minilever Electro-Hydraulics** Fingertip Activation Best-in-Class Comfort Excellent Right-Side Access	**Oil Cooled Wet Disc** "Long Life" Brakes; Virtually no Maintenance Fully Sealed for Tough Environments
2.4L General Motors Power = 62 HP Torque = 123 lb - ft @ 2,600 RPM	**Techtronix 200/200X** All Features of 100 Single-speed / Two-speed Extended Drawbar Pull Auto-speed Hydraulics with Automatic Inching Control Throttle Response Management	**PalmTech-Joystick Electro-Hydraulics** Industry First All-in-One Control Leading-Edge Design Excellent Right-Side Access	
2.5L Yanmar Power = 48 HP Torque = 108 lb - ft @ 1,400 RPM			
3.3L Yanmar Power = 65 HP Torque = 155 lb - ft @ 1,700 RPM			

Veracitor™ VX highlights/options



Dependability highlights	VX Productivity	VX Value	VX
Rugged Powertrain	Std	Std	Std
Intellix VSM (Vehicle Management System)	Std	Std	Std
100% shock-mounted radiators	Std	Std	Std
Standard serpentine core radiator	N/A	N/A	Std
Anti-clog, square wave radiator	Std	N/A	N/A
Heavy-duty, anti-clog square wave radiator	N/A	Std	Opt
Heavy-duty "Combi-Cooler" radiator	Std	Opt	N/A
CANbus electrical system	Std	Std	Std
Solid-state Hall Effect sensors - no adjustments required	Std	Std	Std
Sealed electrical connections	Std	Std	Std
Precise wire harness routings	Std	Std	Std
Sealed dash display	Std	Std	Std
Electronic horn	Std	Std	Std
O-Ring face seal hydraulic fittings	Std	Std	Std
10-micron high-performance in-tank hydraulic oil filter	Std	Std	Std
Electronically controlled transmissions	Std	Std	Std
Counterweight designed to maximize air flow – enhanced cooling	Std	Std	Std

Dependability options	VX Productivity	VX Value	VX
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	VX Productivity	VX Value	VX
Mazda 2.0L Engine	*	N/A	Std
Mazda 2.2L Engine	N/A	Std	N/A
GM 2.4L Engine	Std	N/A	N/A
Yanmar 2.5L 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
DSE (Continuous Stability Enhancement)	Std	Std	Std
Yale Global Hi Vis™ mast	Std	Std	Std

* Veracitor™ 7000 lb. truck has a 2.2L engine in the base configuration for LP and a 3.3L for diesel.

Note: Std = Standard, Opt = Optional, N/A = Not Available

Veracitor™ VX highlights/options





Productivity highlights, *continued*

	VX Productivity	VX Value	VX
Hall Effect sensors and switches feature solid-state components – no adjustments	Std	Std	Std
Sealed electrical connectors keep out water and debris	Std	Std	Std
Directional change lever	Std	Std	Std

Productivity options

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-pinch 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

Work environments may be affected by site conditions. Please contact your Hyster dealer for more 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 X2M radial tires	Opt	Opt	Opt
Wet disc brakes	Opt	Opt	Opt

Note: Std = Standard, Opt = Optional, N/A = Not Available

Yale®

People. Products. Productivity.™

GP-VX

VERACITOR® PNEUMATIC TIRE TRUCKS

4,000 · 5,000 lbs

Yale Veracitor® GP-VX Series
This series of trucks is available in several configurations, designed to meet and exceed your material handling application requirements. The Veracitor® forklift can be configured for maximum performance for medium to heavy duty applications with state-of-the-art features and superior power. Applications with standard and medium duty requirements can optimize the product for lowest cost of operation. Standard duty applications can enjoy excellent performance with minimal acquisition cost.

Yale Veracitor® VX Engines feature a rigid cast iron block and main bearing caps. The nodular iron crankshaft is supported with five main bearings. The Kubota LPG and Yanmar diesel engines feature cast iron cylinder head engine blocks for strength and resistance to shock. All engines feature hardened exhaust valve seats with stellite coated valves for superior durability. Ignition systems feature individual coils for each cylinder. All engines are EPA emissions compliant and feature closed loop emissions regulation systems that continually monitor exhaust and adjust fuel/air mix as necessary. The Kubota LPG engine features a long cylinder stroke for improved torque. Mazda and Kubota engines feature electronic throttle control for precise performance and consistent operation.

Fuel System
All engines are EPA emissions compliant and feature closed loop emissions regulation systems that continually monitor exhaust and adjust fuel/air mix as necessary. Yale Veracitor® VX Engines use a vaporizer/regulator to convert the fuel from a liquid to a gas, and a mixer carburetor. The Kubota LPG engine features three individual performance modes to optimize fuel economy in applications with different productivity levels. The Mazda gasoline engine uses Electronic Gasoline Injection (EGI) with a Mass Air Flow sensor input to the Engine Control Unit (ECU) to determine fueling requirements. Yanmar diesel engines use a rotary fuel injection pump to meter the proper amount of fuel to each cylinder.

Transmission
There are two transmission selections available with multiple engine configurations that will handle a wide variety of material handling applications. Both transmissions feature electronic inching (requires no adjustment), electronic shift control, neutral start switch, and anti-restart protection. A single pedal controls both inching and braking. Optional dual inch/brake pedals are available for operators who prefer this design. A 10 micron filter protects the transmission from abrasive contaminants.

The Techtronix 100 features Auto Deceleration through the controlled application of clutch packs, and also reduces tire spin by precisely regulating engine speed during controlled ramp descent.

Cooling System employs a 17" blade pusher-type fan. A high capacity, cross-flow radiator ensures rapid heat dissipation. The sealed cooling system operates at a pressure of 15 psi and includes a coolant recovery tank for visual inspection of coolant level. The transmission oil cooler is integrated into the radiator and is located in the side tank. The optional combi-cooler radiator features an externally mounted transmission oil cooler for increased heat transfer capability. All radiators are soft-mounted for excellent durability.

Drive Axle
The drive axles are designed to withstand heavy duty loads and absorb shock loads. The wheel hubs rotate on large tapered roller bearings. The drive shaft transmits torsion to the drive axle from the engine and transmission. Transmission torque occurs through an industrial hypoid ring gear and pinion differential assembly.

The drive axle is a self contained assembly that is isolated from the transmission by a heavy duty rubber isolator. The axle shafts utilize a "rolled fillet" root spline design for increased resistance to torsion stress. A magnetic sump plug is used to collect any metal particles that are circulating in the axle oil, preventing excessive component wear.

Hydraulic Brakes
Asbestos-free brake linings are bonded to steel shoes and act against cast iron drums. Single circuit master cylinder has a sealed fluid reservoir and features a fluid level sensor which activates an indicator light located on the instrument panel. Independent, hand adjustable parking brake with push-button locking has audible alarm.

(continued on back)

Gas/LP Engine Specifications

Engine	Mazda 2.2L
Cylinders	4
Camshaft	Overhead Valve
Displacement Gas	133 cu.in/2.2 liter
Displacement LP	133 cu.in/2.2 liter
Torque Gas	111 lb.ft @ 2050 RPM
Torque LP	105 lb.ft @ 1500 RPM
Horsepower Gas	50hp
Horsepower LP	48hp

LP Engine Specifications

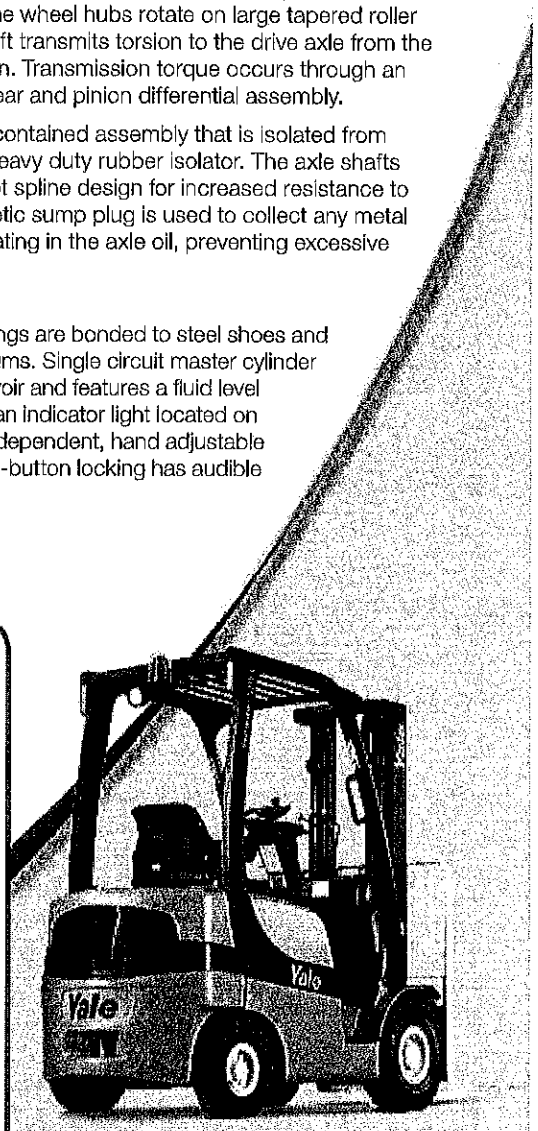
Engine	Kubota 2.5L
Cylinders	4
Camshaft	Overhead Valve
Displacement	152 cu.in/2.5 liter
Torque	131 lb.ft @ 1000 RPM
Horsepower	59 @ 2500 rpm
Air Filtration	Two stage, Dry Type
Emission Control	Closed Loop

Diesel Engine Specifications

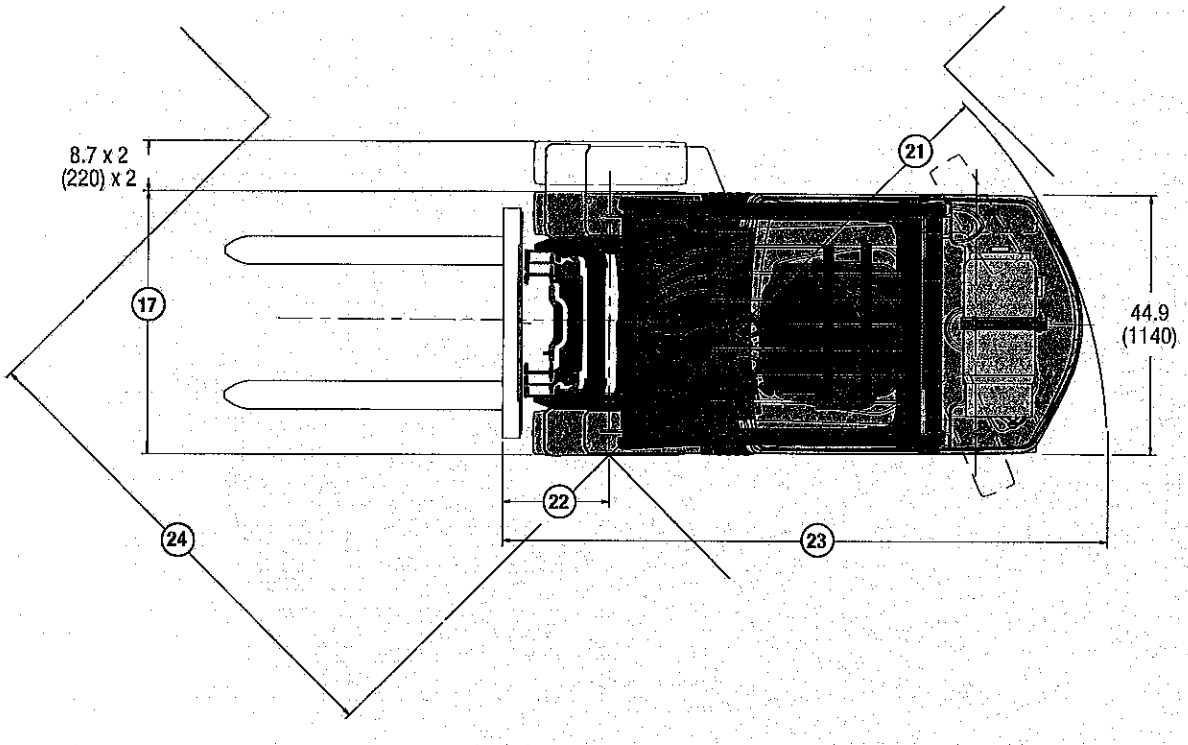
Engine	Yanmar 2.6L
Cylinders	4
Camshaft	Overhead Valve
Displacement	203 cu.in/2.6 liter
Torque	106 lb.ft @ 1400 RPM
Horsepower	46hp

Diesel Engine Specifications

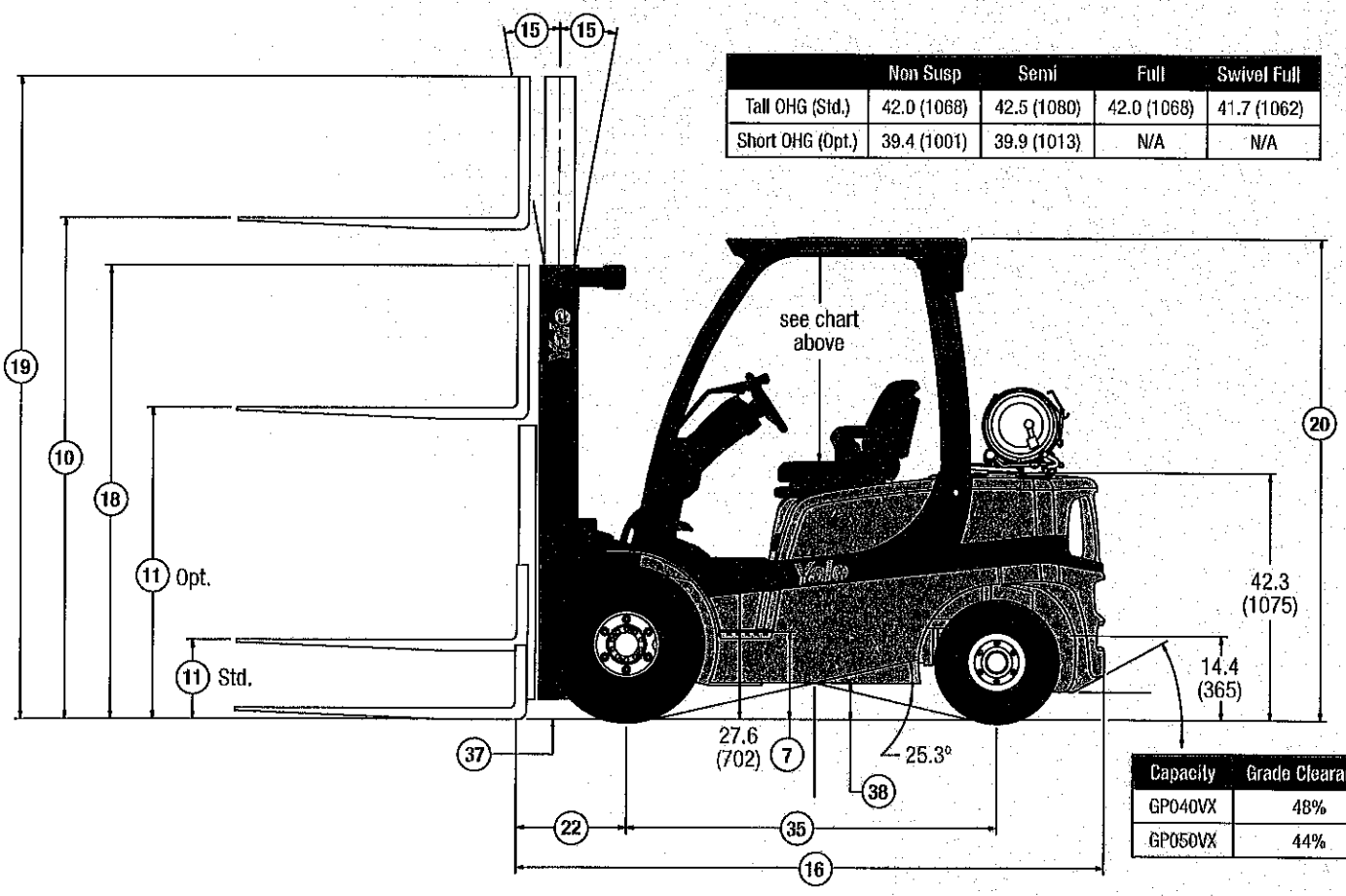
Engine	Yanmar 3.3L
Cylinders	4
Camshaft	Overhead Valve
Displacement	203 cu.in/3.3 liter
Torque	139 lb.ft @ 1700 RPM
Horsepower	58hp



Truck shown with optional equipment



	Non Susp	Semi	Full	Swivel Full
Tall OHG (Std.)	42.0 (1068)	42.5 (1080)	42.0 (1068)	41.7 (1062)
Short OHG (Opt.)	39.4 (1001)	39.9 (1013)	N/A	N/A



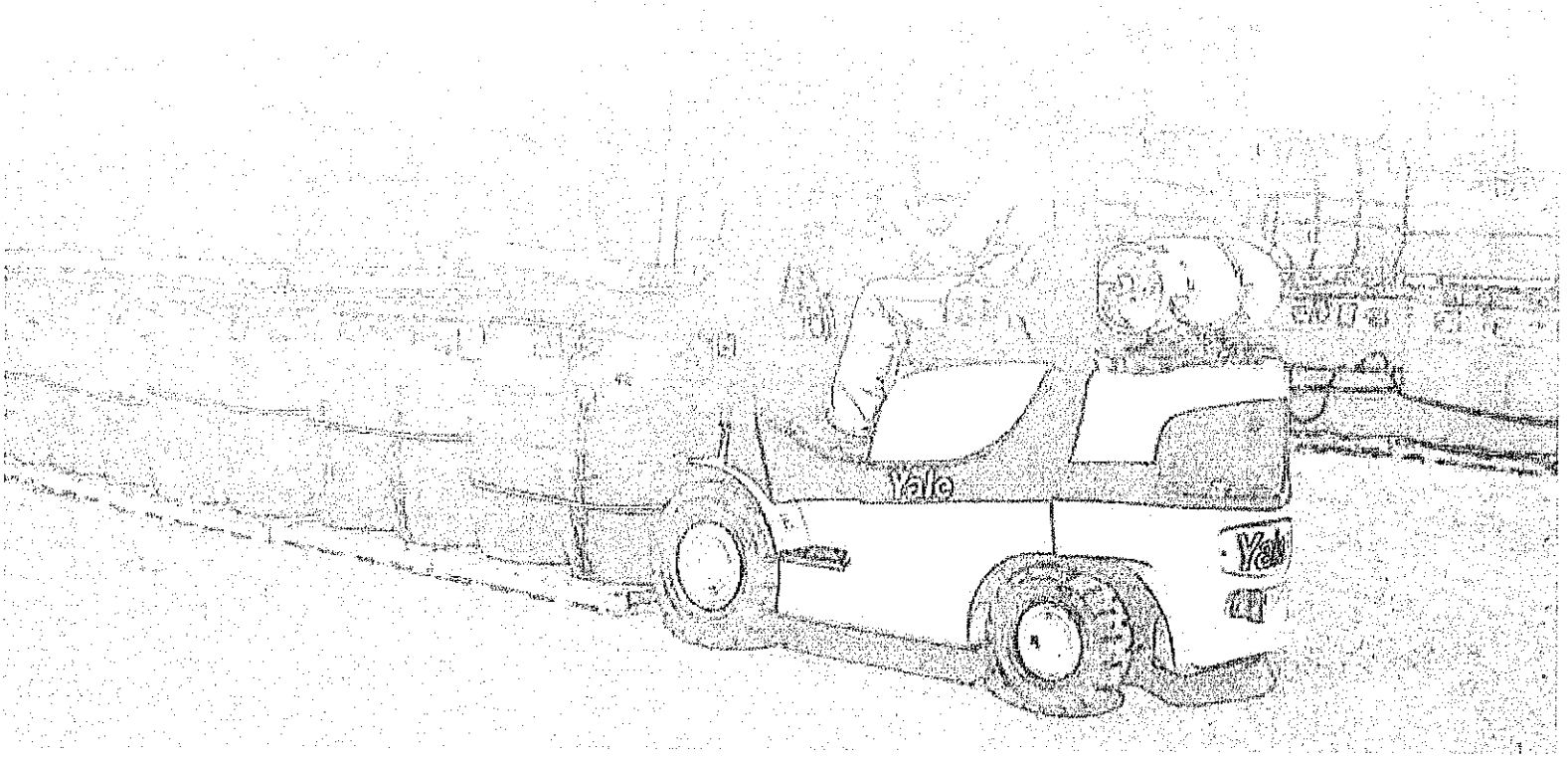
Capacity	Grade Clearance
GP040VX	48%
GP050VX	44%

GENERAL	1	Manufacturer Name		Yale				
	2	Model		GP040VX				
		Engine		Mazda 2.2L		Kubota 2.5L	Yanmar 2.6L	Yanmar 3.3L
	3	Rated Capacity	lb (kg)	4000 (1815)				
	4	Load Center, Distance	in (mm)	24.0 (610)				
	5	Power Type - LPG, Diesel		LPG	Gas	LPG	Diesel	
	6	Operator Type		Sit-Down Rider				
	7	Step Height	in (mm)	15.0 (382)				
	8	Tire Type - Cushion, Solid, Pneumatic		Pneumatic				
	9	Wheels, Number - Front/Rear		2x/2				
DIMENSIONS	10	Lift Height, Top of Fork (TOF)	in (mm)	129 (3292)				
	11	Lift Heights, Std. Limited Free Lift (LFL) w/LBR (TOF)	in (mm)	5 (140)				
		Lift Heights, Optional Full Free Lift (FFL) w/LBR (TOF)	in (mm)	61 (1565)				
	12	Standard Carriage Width	in (mm)	42.0 (1067)				
	13	Forks, Thickness x Width x Length	in (mm)	1.6 X 3.9 X 42 (40 X 100 X 1067)				
	14	Fork Spread, Outside Dimensions	in (mm)	43.3 (1099)				
	15	Mast Tilt Angles, Forward/Backward	degrees°	6F/10B				
	16	Length To Face of Forks	in (mm)	98.0 (2486)				
	17	Overall Width, Standard Tread	in (mm)	45.6 (1157)				
		Overall Width, Wide Tread	in (mm)	51.9 (1317)				
	18	Height, Standard Mast - Lowered	in (mm)	86.0 (2170)				
	19	Height, Standard Mast - Extended with LBR	in (mm)	147 (3715)				
		Height, Standard Mast - Extended without LBR	in (mm)	123 (3100)				
	20	Height, Standard Overhead Guard	in (mm)	85.0 (2160)				
		Height, Optional Overhead Guard	in (mm)	82.4 (2093)				
	21	Turning Radius, Minimum Outside (OTR)	in (mm)	84.6 (2149)				
	22	Length, Center of Wheel to Face of Forks	in (mm)	18.5 (470)				
	23	Aisle Width, Right Angle Stack (Add Length of Load)	in (mm)	103.1 (2619)				
	24	Equal Aisle, 90-Degree Intersecting Aisle	in (mm)	79.5 (1987)				
PERFORMANCE	25	Travel Speed, Powershift Transmission RL/NL	mph (km/h)	10.6/11.2 (17.1/18.0)		10.4/10.6 (16.7/17.0)	10.5/11.2 (16.9/18.0)	11.3/12.0(18.2/19.3)
	26	Lift Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	110/112 (.56/.57)		122/126 (.62/.64)	132/140 (.67/.71)	134/134 (.68/.68)
		Lift Speed, Optional 2-Stage FFL RL/NL	ft/min (m/s)	98/100 (.50/.51)		106/112 (.54/.57)	118/124 (.60/.63)	120/120 (.61/.61)
		Lift Speed, Optional 3-Stage FFL RL/NL	ft/min (m/s)	104/106 (.53/.54)		114/120 (.58/.61)	126/132 (.64/.67)	128/128 (.65/.65)
	27	Lowering Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	114/98 (.58/.50)				
		Lowering Speed, Optional 2-Stage FFL RL/NL	ft/min (m/s)	98/83 (.50/.42)				
		Lowering Speed, Optional 3-Stage FFL RL/NL	ft/min (m/s)	106/93 (.54/.47)				
	28	Maximum drawbar pull (laden/unladen)	lb (kg)	4611/2716 (2092/1232)	4843/2716 (2197/1232)	5018/2716 (2270/1232)	4767/2601 (2162/1180)	4980/2473 (2259/1122)
		Drawbar Pull, Std. Transmission @ 1 mph RL/NL	lb (kg)	3808/2716 (1727/1232)	4059/2716 (1841/1232)	4297/2716 (1949/1232)	3921/2601 (1779/1180)	4418/2473 (2004/1122)
	29	Gradeability, Std. Transmission @ 1 mph RL/NL	Percent %	31/34	33/34	33/34	33/34	40/33
WT.	31	Weight, Standard Truck (2-Stg. LFL 84/127) NL	lb (kg)	7590 (3443)				
		Weight, Standard Truck (2-Stg. LFL 84/127) RL	lb (kg)	11590 (5257)				
	32	Axle Loading, Static Front/Rear NL	lb (kg)	3887 (1763) / 3697 (1677)				
		Axle Loading, Static Front/Rear RL	lb (kg)	10550 (4785) / 1034 (469)				
TIRES & WHEELS	33	Tire Size, Front		7.00 x 12 - 12				
	34	Tire Size, Rear		6.00 x 9				
	35	Wheelbase	in (mm)	63.9 (1623)				
	37	Ground Clearance, Lowest Pt. NL (w/RL subtract 6mm)	in (mm)	5.2 (132)				
	38	Ground Clearance, Center of Wheelbase NL	in (mm)	6.3 (160)				
	39	Service Brake - Method of Control/Operation		Foot/Hydraulic				
	40	Parking Brake - Method of Control/Operation		Hand/Mechanical				
POWERTRAIN	41	Battery Type		Maintenance Free				
	42	Volts/Cold Cranking Amps	v/cca	12/475			12/770	
	43	Engine, Manufacturer/Model		Mazda 2.2L		Kubota 2.5L	Yanmar 2.6L	Yanmar 3.3L
	44	Permanent Output	hp (kw)	53 (39)	55 (41)	59 (44)	46 (34)	58 (43)
	45	Torque @ Rated RPM	ft Lbs (kg/m)	105 (15) @ 1500 RPM	111 (15) @ 2000 RPM	131 (18) @ 1000 RPM	106 (15) @ 1400 RPM	139 (19) @ 1700 RPM
	46	Number of Cylinders/Displacement	No/cc (ci)	4/2184 (133)		4/2491 (152)	4/2659 (162)	4/3319 (203)
	47	Transmission Type, Standard		Electronic Powershift				
		Standard Speeds, Forward - Reverse		1-1/N/A				
	49	Hydraulic Tank Capacity (Drain and Refill)	gal (liter)	12.1 (45.8)				
	50	Fuel Tank Capacity (Gas to Diesel Powered Units Only)	gal (liter)	13.9 (52.8)				
	51	Auxiliary Hydraulic Pressure Relief for Attachments	PSI (Mpa)	2250 (15.5)				

GENERAL	1	Manufacturer Name		Yale				
	2	Model		GP050VX				
		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				
	9	Wheels, Number - Front/Rear		2x/2				
DIMENSIONS	10	Lift Height, Top of Fork (TOF)	in (mm)	129 (3292)				
	11	Lift Heights, Std. Limited Free Lift (LFL) w/LBR (TOF)	in (mm)	5 (140)				
		Lift Heights, Optional Full Free Lift (FFL) w/LBR (TOF)	in (mm)	61 (1565)				
	12	Standard Carriage Width	in (mm)	42 (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)				
	21	Turning Radius, Minimum Outside (OTR)	in (mm)	87.2 (2216)				
	22	Length, Center of Wheel to Face of Forks	in (mm)	18.5 (470)				
	23	Aisle Width, Right Angle Stack (Add Length of Load)	in (mm)	105.7 (2686)				
	24	Equal Aisle, 90-Degree Intersecting Aisle	in (mm)	80.6 (2020)				
PERFORMANCE	25	Travel Speed, Powershift Transmission RL/NL	mph (km/h)	10.6/11.2 (17.1/18.0)		10.4/10.6 (16.7/17.0)	10.5/11.2 (16.9/18.0)	11.3/12.0(18.2/19.3)
	26	Lift Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	110/112 (.56/.57)		122/126 (.62/.64)	126/140 (.64/.71)	134/134 (.68/.68)
		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)				
	28	Maximum drawbar pull (laden/unladen)	lb (kg)	4290/2574 (1946/1168)	4508/2574 (2045/1168)	4988/2574 (2270/1168)	4359/2574 (1977/1168)	4946/2417 (2243/1096)
		Drawbar Pull, Std. Transmission @ 1 mph RL/NL	lb (kg)	3790/2574 (1719/1168)	4044/2574 (1834/1168)	4268/2574 (1936/1168)	3921/2574 (1779/1168)	4384/2417 (1989/1096)
	29	Gradeability, Std. Transmission @ 1 mph RL/NL	Percent %	27/29	29/29	33/29	28/29	34/29
WT.	31	Weight, Standard Truck (2-Stg. LFL 84/127) NL	lb (kg)	8330 (3778)				
		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)				
TIRES & WHEELS	33	Tire Size, Front		7.00 x 12 - 12				
	34	Tire Size, Rear		6.000 x 9				
	35	Wheelbase	in (mm)	63.9 (1623)				
	37	Ground Clearance, Lowest Pt. NL (w/RL subtract 6mm)	in (mm)	5.2 (132)				
	38	Ground Clearance, Center of Wheelbase NL	in (mm)	6.3 (160)				
	39	Service Brake - Method of Control/Operation		Foot/Hydraulic				
	40	Parking Brake - Method of Control/Operation		Hand/Mechanical				
POWERTRAIN	41	Battery Type		Maintenance Free				
	42	Volts/Cold Cranking Amps	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	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)
2-Stage Limited Free Lift (LFL) Mast						
86 (2170)	5 (140)	129 (3292)	178 (4515)	6°/6°	7590 (3443)	8330 (3778)
2-Stage Full Free Lift (FFL) Mast						
86 (2170)	61 (1565)	130 (3302)	179 (4525)	6°/6°	7630 (3461)	8370 (3797)
3-Stage Full Free Lift (FFL) Mast						
78 (1970)	54 (1390)	171 (4350)	220 (5570)	6°/6°	7870 (3570)	8610 (3905)
84 (2120)	60 (1540)	189 (4800)	237 (6020)	6°/6°	7950 (3606)	8690 (3942)
86 (2170)	62 (1590)	194 (4950)	243 (6170)	6°/6°	7970 (3615)	8720 (3955)
90 (2270)	66 (1690)	200 (5100)	249 (6320)	6°/6°	8020 (3638)	8760 (3973)
96 (2420)	72 (1840)	218 (5550)	267 (6770)	6°/6°	8100 (3674)	8840 (4010)

Note: GP040VX & GP050VX have standard 7.00 x 12 x 14 drive tires @ 45.6 inch (1157 mm) overall width.



(continued from cover)

Wet Disc Brakes
Optional oil-cooled wet disc brakes provide excellent stopping power with an extremely long service life. The brake cooling oil circulates within the axle to provide consistent braking performance with no fade or change in pedal effort or travel, throughout the entire shift and beyond.

Hydrostatic Power Steering provides responsive control and eliminates mechanical linkages for reduced surface shock and simplified maintenance. The steering wheel is 12 inches in diameter with a textured surface grip and spinner knob, and requires only four turns lock-to-lock. The center mounted steer cylinder is located within the confines of the steer axle for protection.

Steer Axle is constructed of cast steel and is rubber shock mounted to the frame for reduced wear and vibration. The Continuous Stability System (CSS™) enhances lateral truck stability through reduced steer axle articulation, while simultaneously allowing uncompromised travel across various surfaces.

Chassis designed by state-of-the-art finite element methods contains a rugged, unitized frame structure with a low step for simple entrance to the operator's compartment. Ergonomically designed overhead guard is bar type for excellent visibility and reduced noise.

Operator's Compartment features cowl-mounted hydraulic control levers positioned on the right side of the steering column. Optional Accutouch electro-hydraulic controls are integrated into the operator's right-side armrest allowing superior ergonomic actuation. A pedal arrangement with a large, single inch/brake pedal is standard. Tilt cylinders are located beneath the floor for uncluttered space. Rubber floor mat reduces noise and vibration. Floorplate can be removed without tools for excellent service access. Low step height and a convenient hand grip provide easy entry and exit to and from the truck.

Intellix VSM acts as a master truck controller, providing extensive monitoring and control of truck functions and systems. CANbus technology reduces wiring complexity and enables comprehensive communications between truck systems. The ergonomically positioned dash display transmits continual feedback to the operator and allows for communication of service codes. Comprehensive on-board diagnostics enable quick and easy troubleshooting. The electrical system features sealed connectors and Hall Effect sensors for superior dependability.

Hydraulic System incorporates a gear type pump, cast iron body for quiet efficiency. The system is protected from overloads by a main relief valve for the lift circuit and a secondary relief valve for tilt and auxiliary functions. Oil is double filtered through a 100 mesh suction line strainer and 10 micron return line filter. The hydraulic tank is integrated into the frame. An emergency lowering valve is provided to allow the load to be lowered in the event of power loss. O-ring face seal fittings are used in all high pressure hydraulic connections.

Masts are available in 2-stage LFL (Hi-Vis™2), 2-stage FFL (Hi-Vis™), and 3-stage FFL (Hi-Vis™2) models. Mast features flush-faced design with geometrically matched, angled load roller bearings which are canted, yet provide full-face roller contact. The mast front rail flange angle coupled with the inverted "J" inner channel and three degree mast rollers significantly reduce channel and roller wear. "J-hook" mast mounting system allows for convenient mast installation and removal. A bronze phenolic mast pivot bushing with woven reinforcement offers high load carrying capability with outstanding durability.

Options
Techtronix 100 transmission
- Auto Deceleration System
- Controlled power reversal feature
- Controlled rollback on ramps

Powertrain protection with engine shutdown system
Premium monitoring package
High air intake with precleaner
Accumulator
Keyless start (w/auxiliary key switch)
Various light packages
- Two brake/back-up high intensity LED lights
- Two front and one rear halogen or LED work lights
- Two front, one rear halogen or LED work light and two brake/tail/back-up high intensity LED lights

Traction speed limiter
Heavy duty combi-cooler radiator
Swing-out, drop-down EZ-tank bracket
Accutouch mini-lever electro-hydraulic control
Return-to-set tilt
Rear drive handle with horn button
High-visibility non-cinch seat belt with or without interlock
Polycarbonate overhead guard rain top
Swivel full-suspension seat
Foot Directional Control pedal
Extension tubes with or without quick disconnects
10° forward/6° backward tilt
Operator password
Load weight display
Impact monitor
Seatside directional control
Integral sideshifting fork positioner
Dual side view mirrors
Audible alarm - reverse actuated 82-102 db(A) self-adjusting
Visible alarm amber strobe light - continuous activated, overhead guard mounted
Paper applications kit
Operator pre-shift checklist
Oil-cooled wet disc brakes
Pneumatic shaped solid tires
Radial tires
Dual drive tires
Cab with or without air conditioning
Dual pedal inch/brake
Vented hood
Overhead exhaust
UL options of GS, D, DS, LPS

Yale® People. Products. Productivity.™

2219-2C 3/2014 *All trucks shown with optional equipment.*

Truck performance may be affected by the condition of the vehicle, how it is equipped and the application. Consult your Yale® Industrial Truck Dealer if any of the information shown is critical to your application. Specifications are subject to change without notice.

This truck meets all applicable mandatory requirements of ANSI B56.1 Safety Standard for Powered Industrial Trucks at the time of manufacture. Classified by Underwriters' Laboratories, Inc., as to fire and electric shock hazard only for Type E industrial trucks.

The Yale® products included in this document may be covered by US patent 6,584,148 and other patents pending.

BIDDER TO COMPLETE THE FORM BELOW:

For Bid Item No. 11: Bidder agrees to provide equipment that will meet or exceed the standard specifications as described in this appendix (APPENDIX K) & the bid specifications.

_____
Print Name & Title Above

_____ _____
Signature Date

List additional features (not listed within this appendix) for the piece of equipment being bid below:

_____
_____
_____
_____
_____
_____
_____

1009

Bid Name: Heavy Equipment for Jefferson Co.
Precinct No. 3
(to replace unrepairable equip. damaged by Harvey)

Bid No: IFB 17-047/JW

Due Date/Time: 11:00am, Tuesday
January 23, 2018

Mail/Deliver to: Jefferson Co. Purchasing Dept.
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Received [illegible]

Wauksha Peace Industries

1010

Coor MK17-0196

A505

Construction Contract Change Order

Grant Recipient: JEFFERSON COUNTY, TEXAS Select: ☐ City ☒ County

Contract No.: 7216231 Change Order No.: 1 Region: SETRPC

Contractor:	Engineer:
(Name and Address)MK Constructors 2485 North St. Vidor, Texas 77662	(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:	☐	☐	☒
2. Effect on operation and maintenance costs:	☐	☐	☒
	Yes	No	Not Applicable
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement Exhibit A?	☐	☒	☐
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?	☐	☒	☐
5. Is the TCEQ clearance still valid?	☒	☐	☐
6. Are other TxCDBG contractual special condition clearances still valid?	☒	☐	☐
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	☐	☐	☒

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	~~9819 Lawhon~~ Change to 9805 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

ATTEST M. Good - Chief Deputy
DATE 1/29/18

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

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)

Authorized Signature — December 18, 2017 (Date)

Jeff R. Branick, Jefferson County Judge
Authorized Signatory's Name and Title

Engineer's Recommendation

William V. Larrain, PE — Engineer's Signature — 12/12/17 (Date)

William V. Larrain, PE
Engineer's Name

Contractor's Authorization

Michael Braun Contractor's Signature — Vice President — 1/23/18 (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:	$ 0	Increase/decrease of this Change Order Approved:	
Approved Contract Amount:	205,864.00	Approved Contract Time:	

Notes: Same Govt Amount at this time

Contract Specialist Signature — 1/10/18 (Date)

1012

Director Signature (optional)	Date

CONTRACT RENEWAL FOR IFB 16-001/YS
TERM CONTRACT FOR MOTOR FUEL
FOR JEFFERSON COUNTY

The County entered into a contract with Spidle Oil Company for one (1) year, from March 2, 2016 to March 1, 2017, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from February 28, 2018 to February 27, 2019.

ATTEST:

By [signature] - Chief Deputy

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

[signature]

Jeff Branick, County Judge

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Spidle Oil Company

[signature]

(Name)

CONTRACT RENEWAL FOR IFB 16-030/YS
TERM CONTRACT FOR MOWING FOR JEFFERSON COUNTY

The County entered into a contract with Universal Operations LLC for one (1) year, from February 5, 2017 to February 4, 2018, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from February 4, 2018 to February 3, 2019.

ATTEST:

By M. Good, Chief Deputy
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Universal Operations LLC

Nicole Babineaux
(Name)

Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 29th day of January, 2018, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, Darrel Martin has devoted 30 years of service to Jefferson County and the flying public and aviation community with pride and professionalism; and

WHEREAS, Darrel Martin is a dedicated husband to Mira, father to Darrel Jr., Kobi, Ronald and Christina, and grandfather to Kaiden, Kobi, Kameron, and many others, where his full time presence will be embraced by them; and

WHEREAS, Darrel Martin has made an outstanding contribution to the Jack Brooks Regional Airport and the quality of service at the Airport; and

WHEREAS, Darrel Martin began his career with Jefferson County in February, 1988 in the then Jefferson County Airport Custodial Department, was then promoted to Airport Welder; and

WHEREAS, Darrel Martin was directly involved in Airport Emergency Operations during Hurricanes Rita, Gustav, Ike, and Harvey; and has amassed considerable knowledge of the Airport infrastructure and has been an invaluable resource for the Airport and County; and

WHEREAS, Darrel Martin is dependable, knowledgeable, humorous, thoughtful and personable and through hard work, dedication, and commitment to excellence, **Darrel Martin** has earned the respect and admiration of his colleagues, the Aviation Community, and the citizens of Jefferson County; and

WHEREAS, having made significant contributions to the Jack Brooks Regional Airport, **Darrel Martin**, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by his friends, co-workers, and the Aviation Community.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **Darrel Martin** for his dedicated services as a valuable employee of Jefferson County and wishes him well in his retirement.

Signed this 29th of January, 2018.

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

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	58.45	442546	
DAWN DONUTS	45.50	442685	
			103.95**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	4,289.40	442449	
CITY OF BEAUMONT - LANDFILL	53.00	442457	
ENTERGY	87.05	442480	
AT&T	66.36	442526	
EDDIE ARNOLD	687.67	442601	
ASCO	5,601.19	442655	
			10,784.67**
ROAD & BRIDGE PCT.#2			
EASTEX RUBBER & GASKET	172.04	442471	
CASH ADVANCE ACCOUNT	658.46	442487	
MUNRO'S	20.00	442500	
RITTER @ HOME	64.99	442513	
AT&T	96.09	442526	
TRI-CITY FASTENER & SUPPLY	72.80	442545	
DEPARTMENT OF INFORMATION RESOURCES	.08	442560	
CENTERPOINT ENERGY RESOURCES CORP	218.13	442603	
NEW WAVE WELDING TECHNOLOGY	6.82	442622	
			1,309.41**
ROAD & BRIDGE PCT. # 3			
ENTERGY	26.85	442480	
MUNRO'S	111.92	442500	
NORTHERN TOOL AND EQUIPMENT	281.94	442640	
SHOPPA'S FARM SUPPLY	146.77	442673	
SMITTY'S HAMSHIRE GULF	24.00	442693	
			591.48**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	93.55	442446	
ART SIGNS & DECALS	362.00	442459	
COTTON CARGO	434.95	442467	
W.W. GRAINGER, INC.	.00	442478	
M&D SUPPLY	17.58	442494	
SMART'S TRUCK & TRAILER, INC.	118.37	442521	
AT&T	78.06	442526	
TEXAS WORKFORCE COMMISSION	1,724.00	442542	
SAM'S CLUB DIRECT	294.57	442650	
ASCO	104.40	442655	
SUBURBAN PROPANE L.P.	687.36	442660	
CINTAS CORPORATION	127.53	442691	
GULF COAST	98.60	442697	
			692.97**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	1.61	442577	
			1.61**
PARKS & RECREATION			
SPRINT WASTE SERVICES LP	310.80	442668	
			310.80**
GENERAL FUND			
JEFFERSON CTY. DISTRICT CLERK	47.00	442486	
JCCSC	37.00	442636	
			84.00*
TAX OFFICE			
SOUTHERN COMPUTER WAREHOUSE	243.73	442456	
DEPARTMENT OF INFORMATION RESOURCES	.03	442560	
UNITED STATES POSTAL SERVICE	918.14	442577	
CINTAS CORPORATION	136.85	442691	
			1,298.75*
COUNTY HUMAN RESOURCES			

NAME	AMOUNT	CHECK NO.	TOTAL
MOORMAN & ASSOCIATES, INC.	450.00	442499	
PINNACLE EMPLOYEE TESTING	240.00	442509	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	147.00	442690	
			837.00*
AUDITOR'S OFFICE			
OFFICE DEPOT	358.27	442505	
UNITED STATES POSTAL SERVICE	3.22	442577	
			361.49*
COUNTY CLERK			
OFFICE DEPOT	152.82	442505	
UNITED STATES POSTAL SERVICE	154.11	442577	
URBAN RECORDERS ALLIANCE	100.00	442641	
			406.93*
COUNTY JUDGE			
SECRETARY OF STATE - NOTARY PUBLIC	21.00	442516	
KEVIN PAULA SEKALY PC	500.00	442517	
UNITED STATES POSTAL SERVICE	2.24	442577	
ROCKY LAWDERMILK	2,400.00	442588	
HARVEY L WARREN III	1,700.00	442631	
JAN GIROUARD & ASSOCIATES LLC	400.00	442689	
OFFERMAN & KING LLP	500.00	442700	
			5,523.24*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	7.63	442577	
			7.63*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	179.89	442577	
			179.89*
PURCHASING DEPARTMENT			
KIRKSEY'S SPRINT PRINTING	24.95	442490	
OFFICE DEPOT	323.47	442505	
UNITED STATES POSTAL SERVICE	4.18	442577	
			352.60*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	105.00	442487	
SPINDLETOP MHMR	32,990.75	442493	
NUTRITION & SERVICES FOR SENIORS	60,000.00	442502	
TAC - TEXAS ASSN. OF COUNTIES	2,440.00	442528	
TIME WARNER COMMUNICATIONS	610.90	442535	
TEXAS WORKFORCE COMMISSION	13,419.00	442542	
ADVANCED STAFFING	136.50	442555	
CROWN CASTLE INTERNATIONAL	1,499.91	442594	
			111,202.06*
DATA PROCESSING			
OFFICE DEPOT	266.82	442505	
			266.82*
VOTERS REGISTRATION DEPT			
SOUTHERN COMPUTER WAREHOUSE	384.80	442456	
UNITED STATES POSTAL SERVICE	112.78	442577	
			497.58*
ELECTIONS DEPARTMENT			
HART INTER CIVIC	2,173.44	442484	
OFFICE DEPOT	74.86	442505	
UNITED STATES POSTAL SERVICE	10.75	442577	
SIERRA SPRING WATER CO. - BT	29.81	442580	
CAROLYN GUIDRY	65.97	442609	
TALLY LLC	9,900.00	442692	
			12,254.83*
DISTRICT ATTORNEY			
DALLAS CHILDRENS ADVOCACY CENTER	1,060.00	442469	
OFFICE DEPOT	211.69	442505	
TDCAA BOOK ORDERS	75.00	442532	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	104.45	442577	
PACER SERVICE CENTER	15.40	442583	
MCM ELEGANTE HOTEL	106.95	442616	
ANITA U SEPEDA	200.00	442634	
NMS LABS	50.00	442637	
THOMSON REUTERS-WEST	615.58	442658	
			2,439.07*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	206.71	442577	
			206.71*
CRIMINAL DISTRICT COURT			
TODD W LEBLANC	800.00	442448	
JACK LAWRENCE	778.85	442450	
THOMAS J. BURBANK PC	833.65	442461	
CRISTY SMITH	3,477.45	442462	
CHEROKEE COUNTY CLERK	979.00	442468	
EDWARD B. GRIPON, M.D., P.A.	595.00	442479	
JIMMY D. HAMM	900.00	442482	
RIFE KIMLER, LAW OFFICE OF	2,000.00	442489	
OFFICE DEPOT	12.99	442505	
UNITED STATES POSTAL SERVICE	13.30	442577	
ANTOINE FREEMAN	800.00	442620	
			11,190.24*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.40	442577	
			.40*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	2.02	442577	
			2.02*
252ND DISTRICT COURT			
JIMMY D. HAMM	900.00	442482	
OFFICE DEPOT	175.25	442505	
BRUCE N. SMITH	800.00	442522	
UNITED STATES POSTAL SERVICE	43.53	442577	
LANGSTON ADAMS	800.00	442589	
			2,718.78*
279TH DISTRICT COURT			
ANITA F. PROVO	300.00	442510	
KEVIN PAULA SEKALY PC	1,400.00	442517	
RANDY SHELTON	195.00	442519	
CHARLES ROJAS	225.00	442559	
LEXIS-NEXIS	69.00	442578	
GLEN M. CROCKER	500.00	442582	
KIMBERLY PHELAN, P.C.	150.00	442617	
ALICIA K HALL	75.00	442642	
WILLIAM FORD DISHMAN	500.00	442663	
MELANIE AIREY	75.00	442677	
THE MAYO LAW FIRM PLLC	500.00	442699	
LAW OFFICE OF SOLOMON FREIMUTH	225.00	442712	
			4,214.00*
317TH DISTRICT COURT			
JUDY PAASCH	2,393.61	442600	
			2,393.61*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	18.14	442577	
			18.14*
JUSTICE COURT-PCT 2			
BLUE360 MEDIA	50.25	442707	
			50.25*
JUSTICE COURT-PCT 4			
TEXAS STATE UNIVERSITY SAN MARS	450.00	442525	
AT&T	78.06	442526	
TAC - TEXAS ASSN. OF COUNTIES	35.00	442530	

NAME	AMOUNT	CHECK NO.	TOTAL
DEPARTMENT OF INFORMATION RESOURCES	.15	442560	
			563.21*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	22.06	442577	
			22.06*
JUSTICE COURT-PCT 7			
TAC - TEXAS ASSN. OF COUNTIES	35.00	442529	
DEPARTMENT OF INFORMATION RESOURCES	.15	442560	
			35.15*
JUSTICE OF PEACE PCT. 8			
CASH ADVANCE ACCOUNT	452.64	442487	
			452.64*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	2.82	442577	
			2.82*
COUNTY COURT AT LAW NO. 2			
JACK LAWRENCE	250.00	442450	
EDWARD B. GRIPON, M.D., P.A.	595.00	442479	
UNITED STATES POSTAL SERVICE	4.09	442577	
			849.09*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	5.81	442577	
DONNIE BURGESS	3,411.24	442608	
JONATHAN VERNON	250.00	442687	
			3,667.05*
COURT MASTER			
LEONARD J. GIBLIN, JR.	2,850.00	442476	
UNITED STATES POSTAL SERVICE	1.82	442577	
LEXIS-NEXIS	68.00	442579	
			2,919.82*
MEDIATION CENTER			
LAMAR UNIVERSITY	100.00	442492	
OFFICE DEPOT	47.00	442505	
SOUTHEAST TEXAS WATER	38.85	442524	
UNITED STATES POSTAL SERVICE	10.88	442577	
TEXAS MEDIATION TRAINERS ROUNDTABLE	25.00	442585	
TEXAS MEDIATION TRAINERS ROUNDTABLE	125.00	442586	
KARA HAWTHORN	75.00	442639	
			421.73*
SHERIFF'S DEPARTMENT			
AVIALL	926.64	442460	
COTTON CARGO	7.75	442467	
FAST SIGNS, INC.	48.00	442472	
GT DISTRIBUTORS, INC.	188.95	442474	
KAY ELECTRONICS, INC.	257.32	442488	
MCNEILL INSURANCE AGENCY	71.00	442497	
OFFICE DEPOT	212.77	442505	
AT&T	134.34	442526	
TEXAS DEPT OF LICENSING &	700.00	442541	
DEPARTMENT OF INFORMATION RESOURCES	538.81	442560	
UNITED STATES POSTAL SERVICE	205.60	442577	
CHILD ABUSE & FORENSIC SERVICES	991.00	442584	
ID WHOLESALER	54.22	442625	
INDEPENDENT STATIONERS	192.72	442638	
SORENSON FORENSIC	540.00	442651	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	169.48	442666	
GALLS LLC	3,210.98	442681	
TRI-TECH FORENSICS	257.30	442688	
TND WORKWEAR CO LLC	160.00	442698	
AXON ENTERPRISE INC	2,204.36	442701	
SOUTHEAST TEXAS EQUINE AND VETERINA	84.00	442705	
			11,155.24*
CRIME LABORATORY			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	305.15	442505	
AIRGAS SOUTHWEST	103.54	442621	
SAFARILAND	215.05	442630	
JULIE HANNON	600.00	442659	
SURVEY MONKEY	252.00	442669	
			1,475.74*
JAIL - NO. 2			
AAA LOCK & SAFE	448.50	442445	
CITY OF BEAUMONT - WATER DEPT.	13,998.95	442463	
COASTAL WELDING SUPPLY	49.60	442464	
COBURN'S, BEAUMONT BOWIE (1)	236.88	442465	
ECOLAB	399.90	442470	
KOMMERCIAL KITCHENS	412.00	442491	
M&D SUPPLY	210.21	442494	
MOORE SUPPLY, INC.	247.68	442498	
SANITARY SUPPLY, INC.	1,219.56	442515	
AT&T	1,395.09	442526	
WORTH HYDROCHEM	327.00	442551	
MCKESSON MEDICAL-SURGICAL INC	72.43	442557	
ADVANCED SYSTEMS & ALARM SERVICES,	150.00	442558	
DEPARTMENT OF INFORMATION RESOURCES	1.90	442560	
LOWE'S HOME CENTERS, INC.	911.61	442587	
TEXAS GAS SERVICE	496.43	442592	
INTERCONTINENTAL JET CORP	3,008.29	442602	
PORTER-STRAIT INSTRUMENT CO., INC.	545.00	442606	
TENNESSEE AIRCRAFT COMPANY	1,930.80	442610	
INDEPENDENT STATIONERS	789.94	442638	
SAM'S CLUB DIRECT	137.04	442650	
CONMED INC	262,413.19	442654	
MATERA PAPER COMPANY INC	6,139.24	442656	
THOMSON REUTERS-WEST	516.00	442657	
KROPP HOLDINGS INC	3,351.96	442661	
24 HR SAFETY LLC	125.00	442670	
GALLS LLC	829.98	442681	
SUPERIOR MEAT SERVICES	536.40	442683	
IMPACT WASTE LLC	360.00	442696	
FOOD MARKETING CONCEPTS INC	6,889.94	442702	
HARDIE'S FRESH FOODS	2,811.95	442703	
BIMBO BAKERIES USA INC	911.90	442704	
			311,874.37*
JUVENILE PROBATION DEPT.			
FED EX	419.09	442473	
OFFICE DEPOT	174.66	442505	
UNITED STATES POSTAL SERVICE	.40	442577	
			594.15*
JUVENILE DETENTION HOME			
ALL STAR PLUMBING	199.33	442454	
AMERICAN RED CROSS, INC.	196.00	442455	
CITY OF BEAUMONT - WATER DEPT.	2,599.21	442463	
FLOWERS FOODS	91.94	442595	
BEN E KEITH FOODS	198.02	442596	
CENTERPOINT ENERGY RESOURCES CORP	922.92	442603	
ATTABOY TERMITE & PEST CONTROL	80.00	442628	
			4,287.42*
CONSTABLE PCT 1			
KAY ELECTRONICS, INC.	363.00	442488	
UNITED STATES POSTAL SERVICE	28.09	442577	
			391.09*
CONSTABLE-PCT 2			
TAC - TEXAS ASSN. OF COUNTIES	130.00	442528	
TAC - TEXAS ASSN. OF COUNTIES	35.00	442531	
			165.00*
CONSTABLE-PCT 4			
AT&T	39.03	442526	
			39.03*
CONSTABLE-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	2.82	442577	
			2.82*
CONSTABLE PCT. 7			
AT&T	32.05	442526	
			32.05*
CONSTABLE PCT. 8			
TEXAS STATE DIRECTORY	65.40	442543	
			65.40*
AGRICULTURE EXTENSION SVC			
TEXAS A&M UNIVERSITY	30.00	442554	
			30.00*
HEALTH AND WELFARE NO. 1			
GABRIEL FUNERAL HOME, INC.	1,500.00	442475	
ENTERGY	70.00	442481	
AUSTIN CECIL WALKES MD PA	3,245.08	442548	
UNITED STATES POSTAL SERVICE	69.21	442577	
CENTERPOINT ENERGY RESOURCES	70.00	442709	
			4,954.29*
HEALTH AND WELFARE NO. 2			
OFFICE DEPOT	29.99	442505	
TIME WARNER COMMUNICATIONS	117.14	442538	
AUSTIN CECIL WALKES MD PA	3,245.08	442548	
MCKESSON MEDICAL-SURGICAL INC	54.99	442557	
			3,447.20*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	1,000.00	442451	
MCKESSON MEDICAL-SURGICAL INC	1,006.58	442557	
LESLIE LITTLE	135.00	442674	
			2,141.58*
ENVIRONMENTAL CONTROL			
OFFICE DEPOT	413.12	442505	
AT&T	61.92	442526	
DEPARTMENT OF INFORMATION RESOURCES	.09	442560	
TEXAS ON-SITE WASTEWATER TREATMENT	240.00	442635	
SILSBEE FORD INC	18,726.75	442664	
			19,441.88*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	442574	
			150.00*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	160.77	442463	
COBURN'S, BEAUMONT BOWIE (1)	146.65	442465	
M&D SUPPLY	180.02	442494	
OFFICE DEPOT	60.21	442505	
SANITARY SUPPLY, INC.	467.55	442515	
ACE IMAGEWEAR	331.25	442520	
AT&T	5,126.70	442526	
TRIANGLE COMPUTER & TELEPHONE	193.00	442544	
DEPARTMENT OF INFORMATION RESOURCES	511.14	442560	
TEXAS FIRE & COMMUNICATIONS	328.08	442562	
OTIS ELEVATOR COMPANY	2,808.46	442593	
FIRETROL PROTECTION SYSTEMS, INC.	11,165.00	442626	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	442662	
WASTEWATER TRANSPORT SERVICES LLC	248.00	442671	
			44,414.59*
MAINTENANCE-PORT ARTHUR			
ALL-PHASE ELECTRIC SUPPLY	180.00	442466	
HARBOR FREIGHT TOOLS	285.93	442483	
TIME WARNER COMMUNICATIONS	75.36	442536	
DEPARTMENT OF INFORMATION RESOURCES	.26	442560	
TEXAS GAS SERVICE	1,094.03	442592	
ALLIANCE MECHANICAL SERVICES	532.50	442597	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	105.00	442627	

NAME	AMOUNT	CHECK NO.	TOTAL
PARKER LUMBER	106.51	442632	
ACTION OVERHEAD DOOR	189.50	442653	
SUPPLYWORKS	1,810.03	442682	
			4,379.12*
MAINTENANCE-MID COUNTY			
NOACK LOCKSMITH	24.00	442501	
ACE IMAGEWEAR	62.82	442520	
BUBBA'S AIR CONDITIONING	547.50	442552	
CENTERPOINT ENERGY RESOURCES CORP	316.83	442603	
ATTABOY TERMITE & PEST CONTROL	54.00	442628	
			1,005.15*
SERVICE CENTER			
GOLD CREST ELECTRIC CO., INC.	242.10	442477	
J.K. CHEVROLET CO.	469.96	442485	
MUNRO'S	79.40	442500	
OFFICE DEPOT	27.34	442505	
PHILPOTT MOTORS, INC.	573.19	442508	
AT&T	64.06	442526	
JEFFERSON CTY. TAX OFFICE	15.00	442563	
JEFFERSON CTY. TAX OFFICE	15.00	442564	
JEFFERSON CTY. TAX OFFICE	15.00	442565	
JEFFERSON CTY. TAX OFFICE	15.00	442566	
JEFFERSON CTY. TAX OFFICE	7.50	442567	
JEFFERSON CTY. TAX OFFICE	15.00	442568	
JEFFERSON CTY. TAX OFFICE	7.50	442569	
JEFFERSON CTY. TAX OFFICE	7.50	442570	
JEFFERSON CTY. TAX OFFICE	7.50	442571	
JEFFERSON CTY. TAX OFFICE	7.50	442572	
JEFFERSON CTY. TAX OFFICE	7.50	442573	
BUMPER TO BUMPER	1,017.06	442599	
AMERICAN TIRE DISTRIBUTORS	958.16	442624	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	687.64	442667	
1800RADIATOR & AC	169.00	442676	
TX TAG	5.85	442684	
MIDNIGHT AUTO	179.90	442695	
CAPITAL PAINT & REFINISH LLC	209.54	442714	
			4,803.20*
VETERANS SERVICE			
HILARY GUEST	100.17	442591	
			100.17*
			580,389.10**
MOSQUITO CONTROL FUND			
SUPERIOR TIRE & SERVICE	25.64	442453	
W.W. GRAINGER, INC.	38.00	442478	
MUNRO'S	45.95	442500	
PHILPOTT MOTORS, INC.	1,063.22	442508	
SETZER HARDWARE, INC.	7.90	442518	
TIME WARNER COMMUNICATIONS	79.75	442537	
DEPARTMENT OF INFORMATION RESOURCES	1.49	442560	
CENTERPOINT ENERGY RESOURCES CORP	396.63	442603	
TDATA, INC	507.95	442607	
VACUUM CITY	86.29	442619	
PARKER LUMBER	205.21	442632	
LJA ENGINEERING INC	125.00	442643	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	24.63	442667	
			2,558.40**
FEMA EMERGENCY			
OFFICE DEPOT	14.34	442506	
OFFICE DEPOT	31.94	442507	
QUALITY MAT COMPANY	28,468.80	442512	
RITTER @ HOME	57.58	442514	
UNITED RENTALS	4,880.15	442605	
DRC EMERGENCY SERVICES, LLC	1,867.68	442611	
DRC EMERGENCY SERVICES, LLC	324.00	442612	
DRC EMERGENCY SERVICES, LLC	109,421.41	442613	
DRC EMERGENCY SERVICES, LLC	58,123.49	442614	
DRC EMERGENCY SERVICES, LLC	95,334.85	442615	
AERIAL ACCESS EQUIPMENT	1,249.50	442618	

NAME	AMOUNT	CHECK NO.	TOTAL
L.A. POLICE GEAR	539.98	442633	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,723.00	442645	
INDUSTRIAL & COMMERCIAL MECHANICAL	207.00	442646	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,860.00	442647	
INDUSTRIAL & COMMERCIAL MECHANICAL	4,023.00	442648	
INDUSTRIAL & COMMERCIAL MECHANICAL	345.00	442649	
SILSBEE FORD INC	5,492.10	442665	
A-1 MAIDA FENCE COMPANY	3,497.00	442678	
ARCHIVE SOCIAL	2,593.42	442706	
NATIONAL TOILET RENTAL	2,362.90	442708	
TETRA TECH	478,616.83	442710	
QUALITY EVENT FLOORING SYSTEMS	27,000.00	442711	
2S ROLL OFF SERVICES	1,130.00	442713	
			829,163.97**
BREATH ALCOHOL TESTING			
CASH ADVANCE ACCOUNT	683.48	442487	
			683.48**
J.C. FAMILY TREATMENT			
JUDY PAASCH	50.00	442600	
PATRICIA VELASCO	1,350.00	442686	
			1,400.00**
SECURITY FEE FUND			
TEXAS WORKFORCE COMMISSION	518.00	442542	
			518.00**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	281.37	442657	
			281.37**
EMPG GRANT			
SOUTHEAST TEXAS WATER	22.85	442523	
TIME WARNER COMMUNICATIONS	85.43	442540	
VERIZON WIRELESS	130.53	442574	
			238.81**
GRANT A STATE AID			
HAYS COUNTY	13,454.00	442553	
VERIZON WIRELESS	26.07	442574	
			13,480.07**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	65.98	442505	
TIME WARNER COMMUNICATIONS	164.79	442539	
DEPARTMENT OF INFORMATION RESOURCES	1.20	442560	
UNITED STATES POSTAL SERVICE	37.81	442577	
SHI GOVERNMENT SOLUTIONS, INC.	4,097.00	442581	
			4,234.82**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC.	307.62	442447	
ENTERGY	1,604.47	442480	
MARKET BASKET	40.35	442495	
KIM MCKINNEY, LPC, LMFT	225.00	442496	
OFFICE DEPOT	17.99	442505	
FRED PRYOR SEMINARS & CAREER TRACK	79.00	442511	
AT&T	137.18	442526	
SYSCO FOOD SERVICES, INC.	2,366.75	442527	
BURT WALKER PARTNERS, LTD	9,000.00	442547	
DEPARTMENT OF INFORMATION RESOURCES	.03	442560	
BEN E KEITH FOODS	2,391.34	442596	
			16,169.73**
MENTALLY IMPAIRED OFFEND.			
SHI GOVERNMENT SOLUTIONS, INC.	482.00	442581	
			482.00**
COMMUNITY CORRECTIONS PRG			
CASH ADVANCE ACCOUNT	179.43	442487	
SHI GOVERNMENT SOLUTIONS, INC.	241.00	442581	
			420.43**
LAW OFFICER TRAINING GRT			

1024

NAME	AMOUNT	CHECK NO.	TOTAL
CINTAS CORPORATION	409.92	442691	
COUNTY CLERK - RECORD MGT			409.92**
CDW COMPUTER CENTERS, INC.	148.76	442556	
DEPUTY SHERIFF EDUCATION			148.76**
CASH ADVANCE ACCOUNT	659.76	442487	
HOTEL OCCUPANCY TAX FUND			659.76**
THERMACON SERVICE	803.48	442452	
ENTERGY	1,806.24	442480	
MUNRO'S	86.58	442500	
TIME WARNER COMMUNICATIONS	110.53	442534	
TRI-CITY COFFEE SERVICE	57.05	442546	
WHOLESALE ELECTRIC SUPPLY CO.	142.00	442550	
DEPARTMENT OF INFORMATION RESOURCES	2.64	442560	
TACVB	375.00	442623	
CAPITAL PROJECTS FUND			3,383.52**
THE LABICHE ARCHITECTURAL GROUP	2,671.25	442458	
LJA ENGINEERING INC	458.16	442643	
AIRPORT FUND			3,129.41**
W.W. GRAINGER, INC.	167.53	442478	
CASH ADVANCE ACCOUNT	176.88	442487	
OFFICE DEPOT	141.08	442505	
SANITARY SUPPLY, INC.	582.39	442515	
AT&T	614.12	442526	
TIME WARNER COMMUNICATIONS	84.15	442533	
TRI-CITY COFFEE SERVICE	25.20	442546	
WHITE TUCKER COMPANY INC	239.83	442549	
BUBBA'S AIR CONDITIONING	131.25	442552	
DEPARTMENT OF INFORMATION RESOURCES	.16	442560	
AVIATION LABORATORIES	1,470.00	442561	
CENTERPOINT ENERGY RESOURCES CORP	1,206.48	442603	
UNIFIRST HOLDINGS INC	145.83	442629	
CRAWFORD ELECTRIC SUPPLY COMPANY	278.11	442652	
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	442662	
EASTERN AVIATION FUELS INC	57,329.07	442672	
DESIGN CHUTE LLC	2,700.00	442694	
FREIGHTLINE OF AUSTIN	446.57	442715	
SETEC FUND			70,078.87**
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	442644	
WORKER'S COMPENSATION FD			1,652.00**
TRISTAR RISK MANAGEMENT	364.32	442604	
SHERIFF'S FORFEITURE FUND			364.32**
GALLS LLC	2,205.00	442681	
PAYROLL FUND			2,205.00**
JEFFERSON CTY. - FLEXIBLE SPENDING	14,316.00	442419	
CLEAT	288.00	442420	
JEFFERSON CTY. TREASURER	15,159.61	442421	
RON STADTMUELLER - CHAPTER 13	150.00	442422	
INTERNAL REVENUE SERVICE	475.00	442423	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,340.00	442424	
JEFFERSON CTY. COMMUNITY SUP.	9,539.65	442425	
JEFFERSON CTY. TREASURER - HEALTH	517,394.56	442426	
JEFFERSON CTY. TREASURER - GENERAL	95.00	442427	
JEFFERSON CTY. TREASURER - PAYROLL	1,771,863.81	442428	
JEFFERSON CTY. TREASURER - PAYROLL	627,604.13	442429	
MONY LIFE INSURANCE OF AMERICA	116.23	442430	

NAME	AMOUNT	CHECK NO.	TOTAL
POLICE & FIRE FIGHTERS' ASSOCIATION	2,630.29	442431	
TGSLC	947.88	442432	
US DEPARTMENT OF EDUCATION	214.32	442433	
JEFFERSON CTY. TREASURER - TCDRS	672,050.64	442434	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,564.99	442435	
JEFFERSON COUNTY TREASURER	2,897.04	442436	
JEFFERSON COUNTY - TREASURER -	7,093.53	442437	
NECHES FEDERAL CREDIT UNION	46,268.41	442438	
JEFFERSON COUNTY - NATIONWIDE	60,167.58	442439	
WILLIAM E HEITKAMP	748.53	442440	
JOHN TALTON	2,066.15	442441	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	442442	
BELINDA M ZURITA	230.77	442443	
CONSERVE	165.11	442444	
			3,758,437.08**
MARINE DIVISION			
SETZER HARDWARE, INC.	13.62	442518	
AT&T	83.52	442526	
VERIZON WIRELESS	341.91	442575	
AERO PRODUCTS	719.82	442590	
APPLIED SECURITY TECHNOLOGIES INC	105.00	442675	
			1,263.87**
ASAP - CONSTABLE			
ALI OSMAN, M.D.	876.65	442598	
			876.65**
			5,306,424.23***

Resolution

STATE OF TEXAS § COMMISSIONERS COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 29th day of January, 2018, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following RESOLUTION was adopted:

WHEREAS, ***MICHELLE LABRIE***, has devoted 22 years of her life serving the people of Jefferson County with pride and professionalism; AND

WHEREAS, ***MICHELLE LABRIE,*** has dedicated her talents and services as the Court Coordinator of the 136th District Court; AND

WHEREAS, ***MICHELLE LABRIE,*** has pledged her services not only to the members of the Bar in Jefferson County but also many pro se litigants that she patiently answered endless questions for; AND

WHEREAS, through hard work and commitment to excellence, ***MICHELLE LABRIE*** has earned the respect of her colleagues and the citizens of Jefferson County; AND

WHEREAS, ***MICHELLE LABRIE,*** has diligently led by example in the performance of her duties, thereby raising the overall standard throughout the courthouse; AND

WHEREAS, having made a significant contribution to the 136th District Court ***MICHELLE LABRIE***, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers;

NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas in a regular meeting duly convened and acting in its capacity as the governing body of Jefferson County, does hereby honor and commend ***MICHELLE LABRIE*** for her dedicated service as an employee of Jefferson County and wishes her well in her retirement.

SIGNED this 29th day of January, 2018.

Judge Jeff Branick
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

AGENDA ITEM **January 29, 2018**

Consider, possibly approve, and authorize the County Judge to execute a renewal U.S. Naval Museum Loan Agreement for the MK 16 MOD 7 torpedo on display at Veterans Memorial Park.

UNITED STATES NAVAL
UNDERSEA
MUSEUM

1103 Hunley Road, Silverdale, WA 98315
p. (360) 396-4148 f. (360) 396-7944
www.navalunderseamuseum.org

DIVE INTO ALL THINGS UNDERSEA

January 16, 2018

Mr. Fred L. Jackson, Staff Attorney
Jefferson County, Texas
P.O. Box 4025
Beaumont, Texas 77704

Dear Mr. Jackson:

Enclosed you will find two copies of the Loan Agreement and the Outgoing Loan Policy for the MK 16 MOD 7 torpedo on loan to Jefferson County, Texas from the U.S. Naval Undersea Museum. Please sign the documents and return one copy of the agreement with emailed or enclosed photographs by March 1, 2018. As a reminder, please send a picture of the entire artifact in the photograph. If you are unable to capture the whole artifact in one photograph, please send multiple, overlapping shots so the entire artifact can be seen.

This loan will be for a period of five years with the possibility of extensions, if you continue to meet our Outgoing Loan Policy standards. The torpedo remains the property of the U.S. Navy and the U.S. Naval Undersea Museum. The U.S. Naval Undersea Museum is the asset manager for this item and will inventory it on an annual basis. Should your organization experience difficulty maintaining the torpedo or if you decide you no longer require it; your organization will be responsible for returning it to the U.S. Naval Undersea Museum.

If you have questions regarding this loan, please contact Collections ` Manager Beth Sanders at 360-315-1179 or by email at beth.sanders@navy.mil.

Very Respectfully,

LINDY DOSHER, Director

Enclosures: (2) Loan Agreement Forms (keep one copy)
NMNW Outgoing Loan Policy
Stamped return envelope

U.S. NAVAL UNDERSEA MUSEUM
LOAN AGREEMENT

Date: **January 16, 2018**

The artifacts listed below from the collections of the U.S. Naval Undersea Museum are loaned to Jefferson County, Texas, POC Fred L. Jackson, P.O. Box 4025, Beaumont, TX 77704; 409-835-8466, for the period January 16, 2018 through January 16, 2023 for the purpose of exhibition.

Accession Number	*Description*	*Artifact Serial Number*
NUM.2005.036.002	**Torpedo, MK 16 MOD 7**	**Not applicable**

The institution listed agrees to comply with U.S. Naval Undersea Museum's Outgoing Loan Policy (copy attached). The authorized agent has read and understands this policy.

Authorized signature of borrower:

_____
(Name)

_____
(Title)

_____
(Date)

Loan authorized for U.S. Naval Undersea Museum by:

Cindy Zick
(Name)

Director
(Title)

January 16, 2018
(Date)

U.S. Naval Undersea Museum
Outgoing Loan Policy

Purpose:

The U.S. Naval Undersea Museum is obligated to protect and preserve its artifacts for current and future generations. We consider loans based on the safety and security of the artifact, the requesting museum's demonstrated ability to care for the artifact, and the educational value of the loan.

In this policy, "we" or "us" refers to U.S. Naval Undersea Museum and "you" or "your" refers to the borrowing museum.

Requirements for Approval of an Outgoing Loan:

A) Loan Requests:
You must provide the following written material completed in full:

1. The enclosed U.S. Naval Undersea Museum Loan Request Form.
2. A completed copy of the General Facility Report, by RC-AAM. You may obtain the General Facility Report from American Alliance of Museum (AAM) bookstore at https://www.aam-us.org/resources/bookstore or by phone at (866) 226-2150.

Send this information packet to the following address:

Beth Sanders
U.S. Naval Undersea Museum
NRNW, KPT Bldg 1016
1103 Hunley Road
Silverdale, WA 98315-1103

B) Insurance:
You are responsible for all physical damage or loss of the artifacts while it is in transit and on location during the period of the loan and/ or until the artifacts are returned to the Lender. If the loaned artifact(s) are irreplaceable, you may be required to make monetary restitution to us for the full value of the artifact. If the loan period or your insurance lapses or fails, you are still liable for all losses and damages.

C) Transportation:
An enclosed, air-ride vehicle must be used to transport the artifact to and from the museum. We will determine if the vehicle needs to be climate controlled. If an art handling company is required, we must approve the art handling company you have obtained to transport the artifact.

D) Packing & Handling:
You are responsible for all packing costs involved in transporting the artifact. We will determine if an art handling company will pack the artifact. You are responsible for covering all service fees and packing material costs. If we decide an art handling company is not needed, your staff must receive, unpack, and handle the artifact. At no time may volunteers, interns, or the public

handle our artifact. When handling the artifact, personnel must wear clean white gloves or nitrile gloves and the artifact must be properly supported at all times. You must retain original packing materials and store the supplies in an environmentally controlled, pest-free area. Loaned artifacts must acclimate to the environment in your museum for twenty-four hours before you unpack it. You may not remove our artifact tags at any time, including while on exhibit.

E) Condition:
You are responsible for any cleaning and conservation costs to prepare the artifact for loan. You must return all artifacts in the same condition as you received them. We will not loan an artifact if we believe its safety will be at risk or its physical condition will be altered. You cannot disassemble, repair, clean, restore, open, or alter the artifact in any form without our advance approval.

You must immediately contact us if damage occurs to the artifact while in transit or while on loan. You must take detailed photographs of the damaged artifact and its surroundings immediately for us and insurance purposes.

F) Facility:
We must pre-approve your museum's facility, in order for approval of the loan. You must keep our artifact in an environmentally controlled facility to ensure its stability. You must show acceptable, stable environmental conditions within the facility, protection from fire, smoke, and flood damage, security, and a policy of no food, drink, smoking or pets (with the exception of guide dogs) within the areas where the artifact will be displayed or stored.

G) Exhibition:
You may only exhibit the artifact in the area that we have approved. You may move the artifact from the exhibit site as described in the loan agreement, only if pre-approved by us or due to an unforeseen catastrophic event. You may not loan the artifact to other institutions or individuals other than those listed in the loan agreement.

At no time may the artifact be exposed to extreme or deteriorating light, extreme fluctuating temperatures or relative humidity, insects, vermin, dirt, or other environmental hazards. You must display the artifact in a protected area where the public cannot touch it. We may request detailed mount plans for the artifact to ensure the artifact's and public's safety. At no time may the artifact be taken apart or opened for examination or exhibition. We do not allow tape, glue, pins, staples, nails, or other materials to be used on or in the artifact.

H) Oversized and Heavy Artifacts:
Due to the type of artifacts we have in our collection, we may ask you to submit additional plans showing how you will move and exhibit oversized and heavy artifacts. You may be required to show that you have the proper forklifts, cranes, carts, exhibit mounts, and facility doors for accommodating oversized and heavy artifacts. We may request your experience in handling oversized and heavy artifacts.

I) Acknowledgement:
A label stating the artifact is on loan from the U.S. Naval Undersea Museum must be exhibited with each artifact. We will provide historical information about the loaned artifact to ensure proper identification. You may photograph the artifact for record, research, educational, and publicity purposes. If a book is published with a photograph of a loaned artifact, its credits should state that the artifact is from the collection of the U.S. Naval Undersea Museum, Keyport, WA and a complimentary copy sent to the museum. The public may take photographs for private, noncommercial use, if allowed by your exhibit policy.

J) Point of Contact:
You are required to contact us in writing if your point of contact changes. Please provide the name, phone number, and email address of our new point of contact.

K) Yearly Reports:
Yearly we will send your point of contact a reminder to submit a report on the condition and photograph of the loaned artifact. You must return this information to us within 30 days of receipt.

L) Conditions of the Loan:
You are legally required to follow the conditions of the loan. You must contact us immediately if you cannot fulfill or you wish to change the conditions of the loan. We retain the right to terminate the loan at any time and will give you thirty days written notification of this action.

M) Returning the Loan:
You must return the loaned artifact before or on the date listed on the loan agreement. You must make request for a loan extension two months before the end date listed on the loan agreement. We will send written approval or denial to you before the loan agreement's end date. You may not use the loaned artifact for any other purposes or exhibits other than what was approved in the loan agreement.

You must return all loaned artifacts ten days after the exhibit has closed. We will determine if an art handling company must pack the artifact. You are responsible for covering all service fees, packing material costs, and shipping. If we decide an art handling company is not needed, your staff must pack the artifact exactly as you received it from us.

-END-

AGENDA ITEM **January 29, 2018**

Receive and file executed Master Clinical Affiliation Agreement between Jefferson County, Texas and Lamar University for clinical training of students.

AGENDA ITEM **January 22, 2018**

Consider, possibly approve, authorize the County Judge to execute and receive and file Master Clinical Affiliation Agreement between Lamar University and Jefferson County, Texas to renew the agreement for the clinical training of students.

LAMAR UNIVERSITY
MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

MASTER CLINICAL AFFILIATION AGREEMENT
BETWEEN
LAMAR UNIVERSITY
AND
Jefferson County Public Health

This Affiliation Agreement ("this Agreement") is made and entered into this 14 day of September, 20 17 (the "Effective Date"), between Lamar University, an institution of higher education in the State of Texas and a component of The Texas State University System, ("University'), which is located at 4400 MLK Parkway, Beaumont, Texas 77710 and Jefferson County Public Health ("Facility"), which is located at 1295 Pearl St. Beaumont, TX 77701. University and Facility shall be known collectively as "the Parties" and singularly as "a Party" or "the Party." This Agreement incorporates by reference the attached Program Addendum ("Program Addendum") and expressly includes any additional terms and conditions stated in the Program Addendum, as if set out herein. In case of a conflict between this Agreement and any Program Addendum, this Agreement shall control. Each Program Addendum shall constitute a separate and independent contract between the parties and may have a term shorter than this Agreement.

WHEREAS, Facility owns and operates a business and has a commitment to training students.

WHEREAS, University has established and sponsors certain accredited programs for students and seeks to educate students by providing and coordinating educational and clinical practice sites for qualified students ("Students") and,

WHEREAS, the Parties recognize that they have certain objectives in common to educate and train students in particular fields as identified in the Program Addendum and seek to provide clinical and educational experiences for Students enrolled in the University's undergraduate and graduate programs by utilizing the Facility for said purposes.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 – TERM AND TERMINATION

(1) This Agreement shall commence on the Effective Date and shall be in full force and effect for three (3) years, unless sooner terminated by mutual consent of the Parties, or by any Party hereto giving the other Party written notice of termination in accordance with the Terms of this Agreement. This Agreement shall automatically renew for two successive one (1) year periods, unless earlier terminated by either Party.

(2) Either Party may terminate this Agreement without cause at any time upon sixty (60) days written notice to the other Party.

(3) Notwithstanding any automatic renewal, this Agreement shall automatically terminate five (5) years from its Effective Date.

(4) In the event that either Party terminates this Agreement, the Parties agree that no termination shall be effective with regard to Students currently participating or enrolled in an ongoing clinical education experience until such Students are allowed to complete any previously scheduled clinical assignments then in progress at Facility. In such an event, all applicable provisions of this Agreement shall remain in force until the end of the clinical education experience.

(5) The University may terminate this Agreement effective upon delivery of written notice to the Facility, or at such later date as may be stated in the notice, if any license, permit, certificate or accreditation required of Facility by law, rule or regulation, or by the terms of this Agreement, is for any reason denied, removed, suspended, or not renewed.

ARTICLE 2 – RESPONSIBILITIES OF UNIVERSITY

University shall:

(1) Appoint a Program Liaison and timely inform Facility of the name, address, email address and phone number of said Program Liaison who will be available to assist Students and Facility personnel. The Program Liaison will be responsible for maintaining ongoing contact with Facility's designated representative.

(2) Provide the educational direction of the Program as well as the placement and basic preparation of Students through classroom instruction and identification of educational and clinical objectives. University shall further direct the Program in accordance with all guidelines established by local, state or national associations, as well as develop, organize, and assist Facility in implementing and operating a Program that is suitable to each Student, including Students with disabilities.

(3) Obtain from Facility the name, address, email address and phone number of Facility's designated representative and acquaint Facility's designated representative with methods, objectives, goals, and specifics of the Program as outlined in the Program Addendum.

(4) Ensure that each Student assigned to Facility pursuant to this Agreement is enrolled in the Program with the University.

(5) Recruit, screen, evaluate, select and assign to Facility only Students who have fulfilled all prerequisites for training or clinical educational experience and provide Facility with information requested by Facility about the Student, to the extent not prohibited by the Family Educational Rights and Privacy Act (FERPA), U.S.C. § 1232g; 34 CFR Part 99, or other applicable state or federal law. Facility is not authorized to redisclose any FERPA or other protected information.

(6) If required by Facility, University shall notify students of Facility's requirements to obtain the necessary criminal background check prior to assignment, but University shall not be required to conduct drug testing or criminal background checks for students. The University shall instruct students to either Facility's approved vendor(s) or to a third party vendor at Student's sole cost and expense for the purposes of performing drug testing, health care and criminal background checks. All results will be submitted by the vendor to the Facility without involvement by the University.

(7) Coordinate with Facility to determine the number of Students to be placed at Facility, the duration of such placement/assignment; the number of hours the Facilities will be available and assign only the number of Students mutually agreed upon by Facility and University. University will notify Facility as soon as possible of the names and arrival dates of Students.

(8) To the extent applicable to the Program Addendum and required by Facility, require that Students and faculty who participate in the Program obtain and provide proof of professional liability insurance coverage in reasonable minimum amounts that are acceptable to Facility as outlined in the Program Addendum attached hereto.

(9) To the extent applicable to the program, inform Students of Facility's immunization and vaccination requirements, Occupational Safety and Health Administration ("OSHA") blood borne pathogen and tuberculosis training, prevention, and post-exposure treatment.

(10) Inform Students of their obligation to provide transportation, appropriate supplies, uniforms and health insurance, as applicable.

(11) Inform Students of their responsibility to adhere to all applicable administrative policies, rules, standards, schedules, and practices of Facility and University, and attend orientation as applicable.

(12) Inform Students and Faculty members who are supervising Students about their obligation to maintain confidentiality of all Facility matters, proceedings, and information to the extent required by law, including, but not limited to client records and information. This confidentiality provision shall survive termination of this Agreement.

(13) Upon notice, inform Facility of any adverse circumstances to which Facility may be exposed because of the activities or health status, including the mental health status, of a Student.

(14) Upon notice, notify Facility of any complaint, claim, investigation, involving a Student, faculty or Facility representative or employee that is related to the educational or clinical experiences provided under this Agreement, to the extent permitted by law.

(15) Accept the overall responsibility for the education, evaluation, qualifications, and competency development of each Student and be solely responsible for the determination of a grade representative of the Student's performance in the placement using the evaluation and observation of the Facility Liaison as well as other objectives identified by the University.

ARTICLE 3 – RESPONSIBILITIES OF FACILITY

Facility shall:

(1) Designate a qualified Facility Liaison and timely inform University of the name, address, email address and phone number of said Facility Liaison who will be available to assist University personnel and Students of the Program. The Facility Liaison will be responsible for maintaining ongoing contact with University's designated representative and providing instruction and supervision of the Students based in the Facility.

(2) Provide facilities necessary to support the Program(s) for the training and qualifying of Students in the Program as identified in the Program Addendum; provide a supervised learning experience for Students in accordance with agreed upon learning objectives, skill development areas, learning experiences, and intended learning outcomes.

(3) Provide University's Program Liaison (or other designee) and Students, as necessary, with periodic performance information and tender an end-of-semester evaluation for Students.

(4) Immediately report any unsatisfactory conduct or performance of a Student to the University's Program Liaison.

(5) Permit designated faculty members the right to visit with Students and Facility liaisons/supervisors at Facility regarding the progress of Students participating in the Program at Facility.

(6) Provide Students with essential conditions and materials for their work (including safety equipment as necessary), including direct supervision, space, privacy, participation in appropriate activities, access to conference rooms for student education, office space for Program Liaisons, locker rooms or other secure space for faculty and students to store materials while on assignment, access to libraries and cafeteria (subject to any applicable fees or charges as are customarily charged to any other person), technological supports and, reimbursements for work-related expenses, where applicable.

(7) Provide an atmosphere for learning that is supportive and free of discrimination based, on race, color, national origin, religion, gender, age, disability, gender identity or sexual preference.

(8) Provide Students with information regarding policies and procedures of Facility, and with orientation experiences to ensure that Students will be able to meet the requirement of Facility.

(9) To the extent possible, provide Students with initial emergency care in case of accidents.

(10) Timely notify University of any complaint, claim, investigation, involving a Student, faculty or Facility representative or employee that is related to the educational or clinical experiences provided under this Agreement. Facility shall further have the right to request immediate removal of any student from its premises upon a determination by the administrator in charge that the Student poses a threat to the health, safety or welfare of Facility's patients, clients or personnel or to the orderly business function of the Facility. Facility has no authority to remove a student from a Program.

(11) Notify University timely if Facility's license, permit or accreditation is revoked or in jeopardy to allow for students to be timely placed in other facilities.

ARTICLE 4 – RESPONSIBILITIES OF THE PARTIES

The Parties mutually agree that:

(1) University and Facility will work together to select and assign learning experiences for Students, and will further provide for teaching, evaluation, overall supervision, and record keeping of Students.

(2) University and Facility will consult as necessary to ensure that the Program meets acceptable standards of care and provides Students participating in the Program with the necessary clinical and educational training to successfully meet the requirements for the degree program for which the Students are enrolled.

(3) University and Facility will meet as necessary to discuss issues of mutual concern and to make such suggestions and changes as are needed to achieve the objectives of the program.

(4) Neither Party's Students nor personnel shall be considered employees, agents, borrowed servants, partners, or joint ventures of the other Party. Nothing herein shall be construed to create a joint venture, partnership, association or like relationship between the parties. Neither Party will assume any liability under any law relating to Workers' Compensation for the other Party's employees or students performing under this Agreement. Students and faculty of University shall not be entitled to any monetary or other remuneration for services performed by them at the Facility arising out of their participation under this Agreement, nor will Facility or University have a monetary obligation to one another by virtue of this Agreement. Nothing in this Agreement is to be construed as transferring responsibility from on Party to another. Facility has the option to support the clinical education activities of Student(s) through a financial stipend or other types of subsidies for housing, parking or meal costs. Such support is for the purpose of supporting the clinical education and will not constitute an employer-employee relationship between Facility and the Student or Facility and the University.

(5) Facility is not responsible for wages, social security taxes, medical insurance, hospitalization insurance, or workers' compensation insurance for Students. In the event a Student should, independent of this Agreement, be employed by Facility, this section and the preceding section shall not apply during the hours in which such Student is performing services as an employee of Facility.

(6) In the event of any dispute arising under or relating to this Agreement, the Parties shall make a good faith attempt to resolve such dispute by mediation on such terms as the Parties find acceptable. Each Party shall bear the costs of its own legal fees and expenses.

(7) If any situation arises that may threaten a Student's successful completion of the placement, the parties will discuss and attempt to reach a mutual agreement with the Student regarding options for completing, rescheduling or cancelling the placement.

(8) Facility agrees to indemnify University, its affiliates, and their respective officers, directors, employees and agents against and hold the same harmless from any claims, demands, causes of action, liabilities, costs, damages, expenses, and attorneys' fees asserted or adjudged against or incurred by University resulting from breach by the Facility of any provisions of this Agreement, including negligence in performing its obligations under this Agreement arising directly or indirectly, in contract or tort, out of the acts or omissions of its employees, directors, officers, subcontractors or agents.

(9) To the extent authorized by the Constitution and the laws of the State of Texas, University agrees to indemnify Facility, its affiliates, and their respective officers, directors, employees and agents against and hold the same harmless from any claims, demands, causes of action, liabilities, costs, damages, asserted or adjudged against or incurred by Facility resulting from breach by the University of any provisions of this Agreement arising directly or indirectly, out of the acts or omissions of staff or faculty. Nothing in this Agreement extends the University's liability beyond the liability or authority provided in the Constitution and laws of the State of Texas and nothing herein constitutes or is intended to constitute a waiver of the University's or the state's sovereign immunity to suit. The Parties understand that there are constitutional and statutory limitations on the authority of University to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions related to liens on University's property, disclaimers and limitations on warranties, disclaimers and limitations of liability for damages, waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal actions/ granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively,

the "Limitations"), and terms and conditions related to the Limitations will not be binding on University except to the extent authorized by the Constitution and laws of the State of Texas.

(10) There shall be no unlawful discrimination in either the selection of Students for the Program or as to any aspect of their training or clinical educational experience on the basis of race, color, national origin, religion, gender, age, veteran status, gender identity, sexual orientation, political affiliation or disability. In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

ARTICLE 5 – GENERAL PROVISIONS

(1) The Parties agree that this Agreement will be construed by the laws of the State of Texas.

(2) In the event that legislation is enacted or regulations are promulgated or a decision of a court or administrative tribunal is rendered which affects or may affect the legality of this Agreement or adversely affect the ability of either Party to perform its obligations or receive the benefits intended hereunder, then, within thirty (30) days following notice, each party will negotiate in good faith an amendment to this Agreement which will carry out the original intention of the Parties to the extent possible in light of such legislation, regulation or decision, and each Party will execute such amendment. In the event that the parties cannot reach agreement on the terms and provisions of any such amendment within sixty (60) days following notice provided in this paragraph, this Agreement may be terminated upon not lets than thirty (30) days' prior written notice of termination.

(3) The Parties agree not to use the other Party's name, likeness, images in any advertising, promotional material, press release, publication, public announcement or other media, oral or written, without the written consent of the other Party.

(4) The terms and conditions of this Agreement may be modified only upon mutual written consent of the Parties at any time.

(5) Any notice required or permitted under this Agreement shall be considered effective as of the date sent by certified mail, return receipt requested, as follows:

FACILITY:

Jefferson County Public Health

1295 Pearl Street

Beaumont, TX 77701

409-835-8530

UNIVERSITY:

Lamar University

Dean, College of Arts and Sciences

4400 MLK Parkway

Beaumont, Texas 77710

Email: stacie.granger@lamar.edu

(6) Neither Party may assign any rights or obligations under this Agreement without prior written consent of the other Party. However, nothing herein prevents any Party from entering into other agreements and affiliations.

(7) Each Party represents that the execution of this Agreement has been duly authorized.

(8) If any part of this Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or University or Facility policies, that part of this Agreement shall be reformed, if reasonably possible, to comply with the applicable policies, provisions of law, statute, or regulation, and, in any event, the remaining parts of this Agreement shall be fully effective and operative insofar as reasonable possible.

(9) No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any other provision, unless in writing. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

(10) Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of either Party.

(11) This Agreement is entered into by and between the Parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third Party beneficiary status or rights in any third Party, and no such third Party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.

(12) This Agreement shall bind and benefit the respective Parties and their legal successors.

(13) This Agreement shall constitute the complete understanding of the Parties related to the subject matter contained herein and supersedes all prior agreements, proposals, or understandings, whether written or oral.

IN WITNESS THEREOF, this Agreement, in multiple originals, each of equal force, has been executed on behalf of the Parties hereto as follows:

FACILITY:

Signature 1/22/18 Date
Printed Name: JEFF BRANICK
Title: COUNTY JUDGE

M.D.
Signature 9-15-17 Date
Printed Name: AUSTIN C. WALKES
Title: MEDICAL DIRECTOR

LAMAR UNIVERSITY:

Signature 10/11/17 Date
Printed Name: Dr. Margaret
Title: Provost & VP

Signature Date
Printed Name:
Title:

Note: Modification of This Form Requires Written Approval of the Office of General Counsel

LAMAR UNIVERSITY
MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

PROGRAM ADDENDUM
to
MASTER CLINICAL AFFILIATION AGREEMENT
BETWEEN
LAMAR UNIVERSITY
AND
Jefferson County Public Health

WHEREAS, Lamar University, an institution of higher education in the State of Texas and a component of The Texas State University System, ("University"), which is located at 4400 S. MLK Parkway, Beaumont, Texas 77710 and Jefferson County Public Health ("Facility"), which is located at 1295 Pearl Street, Beaumont, TX 77701, executed an Affiliation Agreement effective on September 14, 2017. University and Facility shall be known collectively as "the Parties" and singularly as "a Party" or "the Party."

WHEREAS, University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in University's Baccalaureate Nursing Program With educational and clinical experience utilizing the personnel, equipment and facilities of Facility.

NOW THEREFORE, subject to the terms, conditions and provisions of such Affiliation Agreement, the Parties agree as follows:

PROGRAM

Facility is a business engaged in providing public healthcare to the citizens of Jefferson County.

University has established and sponsors a nursing program for students and seeks to educate students by providing and coordinating educational and clinical practice sites for qualified students for the completion of the training offered by the University, subject to applicable accreditation standards and regulations.

The University's baccalaureate nursing program is a (choose one below):
4 -year program _____ -month program
designed to educate baccalaureate degree registered nurses.
Standards for the nursing program include AACN, ACEN, and Texas Nurse Practice Act.

ADDITIONAL REQUIREMENTS FOR THE PROGRAM

Insurance: The University will require its Students and faculty involved in the performance of the Affiliation Agreement to maintain professional liability insurance or self-insurance covering their activities under this Agreement. Prior to each assignment to Facility, the University will furnish Facility with evidence that each Student and faculty member/representative has in effect professional liability insurance coverage of not less than $1,000,000 per incident and $3,000,000 in the aggregate. The University will issue the Facility certificates of insurance as evidence that Students and faculty have current professional liability insurance and will be kept current while such person is assigned to the Facility. University will inform Facility immediately of each renewal, cancellation or change in the content or amount of such coverage.

☐ This section regarding insurance is not applicable to the Program identified above.

Immunizations: The University will inform Students of Facility's immunization and vaccination requirements and notify all Students participating in clinical education experiences involving patient contact or exposure to patient their obligation to comply with immunization requirements.

☐ This section regarding immunizations is not applicable to the Program identified above.

Protected Health Information and the Health Insurance Portability and Accountability Act: The University shall advise faculty and Students of the requirement to sign a Health Insurance Portability and Accountability Act ("HIPPA") agreement for the Facility. Students and faculty agree not to use or disclose Protected Health Information of Facility's clients (hereinafter referred to as "PHI") obtained during the course of its work, other than for purposes of (a) performing duties under this agreement, (b) management and administration of University, but only when such would not violate HIPAA or any other federal or state law, or (c) carrying out legal responsibilities of University. University represents to Facility that it has implemented what it considers to be appropriate safeguards to protect such PHI and that such safeguards comply with HIPAA and any other similar law intended to protect the confidentiality of PHI. University will immediately report to Facility any use or disclosure of such PHI not authorized by this Agreement and assist in mitigating any harmful effects cause by violations of these provisions of which University has knowledge. University agrees that any material violation of these confidentiality provisions entitles Facility to terminate this Agreement immediately upon written or other notice.

☐ This section regarding PHI/HIPAA is not applicable to the Program identified above.

Infection Control: The University shall provide to Facility evidence of current tuberculosis screening prior to any representative or Student providing services to Facility under the terms of the Affiliation Agreement. University shall be responsible for notifying all employees or Students performing under the Affiliation Agreement of any on-going screening requirements for tuberculosis and maintain adequate records of current tuberculosis screens pursuant to guidelines established by law. If Facility suspects that faculty or Students providing services under this Agreement have been exposed to or have a positive screening for a communicable disease, Facility must respond according to the current CDC guidelines and keep documentation of the action taken. Facility will conduct and document a reassessment of the risk classification. Facility will conduct and document subsequent screening based upon the reassessed risk classification.

☐ This section regarding infection control is not applicable to the Program identified above.

Criminal Background Check/Drug Testing: University will inform Students and faculty of Facility's requirements to obtain the necessary criminal background check/drug testing prior to assignment, but University shall not be required to conduct drug testing or criminal background checks for students. The University shall instruct students to either Facility's approved vendor(s) or to a third party vendor at Student's sole cost and expense for the purposes of performing drug testing, health care and criminal background checks. All results will be submitted by the vendor to the Facility without involvement by the University.

☐ This section regarding background checks is not applicable to the Program identified above.

Screening: The University shall screen its faculty and Students performing under the Affiliation Agreement to ensure that none are ineligible to participate in federal or state healthcare programs. If during the term of the Affiliation Agreement anyone becomes an Ineligible Person, University will immediately notify Facility.

☐ This section regarding screening is not applicable to the Program identified above.

Other: _____

_____

_____

_____

_____

_____

_____.

LAMAR UNIVERSITY
MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

LAMAR UNIVERSITY
COMPLIANCE COVERSHEET FOR CLINICAL / PRACTICUM AFFILIATION AGREEMENTS

It is the responsibility of the faculty/student seeking an agreement to obtain this information from the desired agency. Return the completed form to the Department. Do not give this form to the agency. Students may not start a clinical/practicum until an agreement with the agency is in place. There may be other requirements before beginning a clinical/practicum. Students are advised to contact their appropriate Department Chair.

CONTRACT ORIGINATOR & TITLE: Stacie Granger, Executive Assistant - Dishman Department of Nursing

FACULTY MEMBER/STUDENT REQUESTING AGREEMENT: Dora Passmore

Initiating Department: Nursing **E-Mail:** stacie.granger@lamar.edu **Extension:** 8817

CONTRACT TYPE/ACTION: ☑ New Agreement ☐ Renewal ☐ Modification/Amendment ☐ Extension

Brief description of goods/services agency shall provide or perform: site for practicum experiences for nursing students

First day of clinical/practicum: 9/14/2017 **Course relevant to this clinical/practicum:** multiple

AGENCY: Jefferson County Public Health

Agency Type: ☐ Hospital/Acute Care ☐ Long Term Care ☑ Community ☐ Nursing Program ☐ School District ☐ Other

Agency Contact Name: Dr. A.C. Walkes **Title:** Medical Director **Email:**

Agency Address, City, State, Zip: 1295 Pearl Street, Beaumont, TX 77701

Agency Telephone: **Fax:**

CONTRACT AMOUNT: $ 0 ☑ Not Applicable

Contract Effective Date: 9/14/2017 **Termination Date:** 9/13/2020

Will the Agency accept an Affiliation Agreement prepared by Lamar University? ☑ Yes ☐ No

If no, does the Agency require its own Affiliation Agreement? ☐ Yes ☑ No ☐ Modifications Attached

Person(s) and title(s) required and /or authorized by Agency to sign an Affiliation Agreement:

Name: Dr. A.C. Walkes **Title** Medical Director

Name: **Title**

If the Agency is run by an off-site management company, provide the contact information for the management company:

Company Name:

Company Address, City, State, Zip:

Company Contact, Phone, Email:

ACKNOWLEDGEMENT: **I have primary responsibility for the contract, from inception to completion of the transaction. I have read, fully understand, and agree with the business aspects of the attached contract. I am submitting the contract to General Counsel for legal review.**

Stacie M. Granger — **Contract Originator**

☑ **A Lamar University standard form is attached and I certify I have not made, permitted or authorized any changes to this form.**

Dr. Cynthia Stinson — **Department Chair** — **Date** 9/26/2017

Dr. Joe Nordgren — **Dean** — **Date** 9/27/2017

IF THE AGREEMENT HAS A MONETARY VALUE, THE UNIVERSITY'S CFO MUST SIGN:

Chief Financial Officer — **Date**

Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 29th day of January, 2018, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

Resolution Concerning Liability Insurance for Law Enforcement Motor Vehicles of Political Subdivision Texas Government Code Sec. 612.005

WHEREAS, The Texas Legislature has enacted Texas Government Code Sec. 612.005 for political subdivisions such as Jefferson County to have liability insurance for law enforcement vehicles; and

WHEREAS, Sec. 612.005 (b) states that Jefferson County shall provide for insuring each law enforcement officer appointed or employed by the political subdivision against liability to third persons arising out of the officer's operation of a motor vehicle owned, leased, or otherwise controlled by the political subdivision at any time that the officer is authorized to operate the vehicle, including times that the officer is authorized to operate the vehicle while off duty; and

WHEREAS, Sec. 612.005(c) gives Jefferson County the authority to set the motor vehicle liability coverage to amounts not less than those required by Subchapter D, Chapter 601, Texas Transportation Code, to establish financial responsibility; and

WHEREAS Jefferson County is self-insured as defined by Chapter 2259 of the Texas Government Code and we find that to satisfy the statutory requirement of Texas Government Code Sec. 612.005, that Jefferson County set forth its liability insurance pursuant to this section in the minimum State liability limits found in Subchapter D, Chapter 601, Texas Transportation Code; and

NOW THEREFORE, be it resolved that the Commissioners' Court of Jefferson County, Texas sets forth that any peace officer (as defined in Article 2.12 of the Texas Code of Criminal Procedure) driving a Jefferson County vehicle outside the course and scope of employment is afforded the minimum State liability limits as set forth by Subchapter D, Chapter 601, Texas Transportation Code as mandated in Section 612.005 of the Texas Government Code. There is no Coverage provided under Section 612.005 for operation of a motor vehicle in the commission of a criminal offense other than a traffic offense.

SIGNED this 29th day of January, 2018.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

RESOLUTION

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

A RESOLUTION APPROVING SUBMISSION OF THE GRANT APPLICATION FOR THE JEFFERSON COUNTY DRUG INTERVENTION COURT

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 29th day of January, 2018, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, For over two decades, Specialty Drug Courts have led the charge towards a more humane and cost effective justice system by providing highly effective alternatives to incarceration for offenders with substance use disorders, by keeping them out of jail and in treatment, which has proven to reduce drug abuse and crime while saving money, and,

WHEREAS, the mission of the Jefferson County Drug Intervention Court is to reduce the number of offenders who experience substance use disorders, which will enhance public safety, reduce recidivism, hold offenders accountable, reduce costs to our community and ultimately transform offenders into pro-social, contributing members of society, and,

WHEREAS, the Jefferson County Drug Intervention Court has been operational since April 1993 and is continuously dedicated to providing quality drug intervention services that are a catalyst to positive behavior changes, and,

WHEREAS, the Commissioners Court of Jefferson County, Texas, finds it in the best interest of the citizens of Jefferson County, Texas, that the Jefferson County Drug Intervention Court be operated for the period September 1, 2018 through August 31, 2019; and,

WHEREAS, the Commissioners Court of Jefferson County, Texas, agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division grant application; and,

WHEREAS, the Commissioners Court of Jefferson County, Texas, agrees that in the event of loss or misuse of the Criminal Justice Division funds, the Commissioners Court of Jefferson County, Texas, assures that the funds will be returned to the Office of the Governor, Criminal Justice Division in full.

WHEREAS, the Commissioners Court of Jefferson County, Texas, designates Jeff R. Branick, County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

WHEREAS, the Commissioners Court of Jefferson County, Texas, recognizes that the Court Coordinator and Supervisor of the Jefferson County Drug Intervention Court is currently Alcenia Gilmore, and,

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas, does authorize the continuation of the Jefferson County Drug Intervention Court as an Adult Specialty Drug Court, enabling it to provide substance abuse treatment and diversion services and hereby approves the submission of the grant application to the Office of the Governor, Criminal Justice Division.

Grant Application Number: **1604517**

SIGNED this 29th day of January, 2018.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 29th day of January, 2018, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

IN SUPPORT OF THE ESTABLISHMENT OF THE SOUTHEAST TEXAS DISASTER RECOVERY TEAM AND APPOINTING THREE (3) MEMBERS TO THE EXECUTIVE BOARD

WHEREAS, in August, 2017, Jefferson County suffered the worst natural disaster in its recorded history as a result of Hurricane Harvey, which dropped approximately 64" of rain over a 96-hour period; and

WHEREAS, over 5,500 homes were destroyed and 16,000 suffered major damage throughout Jefferson County as a result of this natural disaster, and estimates from FEMA conclude that number of those homes were not insured for flood damage; and

WHEREAS, many survivors of Hurricane Harvey will have unmet needs that can only be fulfilled through private contributions of money, manpower and materials which would exclusively come to our area through a reputable Long Term Recovery Group; and

WHEREAS, Officials of Jefferson, Hardin and Orange Counties have been working toward the formation of a Regional Long Term Recovery Group; *Southeast Texas Disaster Recovery Team*. This organization will be managed by an Executive Board comprised of nine (9) members, with each County Commissioners Court appointing three (3) members to the Board.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas does hereby support the creation of the *Southeast Texas Disaster Recovery Team* and further appoints the following three (3) Executive Board Members to serve until December 31, 2019: Pastor Randy Vaughn; Autumn Brown; and Norma Sampson.

SIGNED this 29th day of January, 2018.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the _____ day of _____, 2018, on motion made by_____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

Resolution Concerning Authority of Jefferson County to Regulate Game Rooms

WHEREAS, counties do not have the authority to enact ordinances and are only empowered to pass regulations that are legislatively or constitutionally authorized; and

WHEREAS, the Texas Legislature has granted some counties legislative authority to regulate game rooms pursuant to Chapter 234, subchapter E of the Texas Local Government Code; and

WHEREAS, Jefferson County does not currently qualify as a county with authority to regulate game rooms under Chapter 234, but many counties in close proximity to Jefferson County—including Harris County, Fort Bend County, Brazoria County, Galveston County, Montgomery County and Chambers County— do qualify under the statute; and

WHEREAS, illegal game rooms move across county lines away from counties that are regulating them to unregulated areas; and

WHEREAS, illegal game room operations in Jefferson County have dramatically increased since 2015 when the Legislature amended the statute to allow most counties adjacent to Harris County to regulate game rooms; and

WHEREAS, unregulated game rooms in the unincorporated areas of Jefferson County violate State gambling laws, generally operate behind locked doors and are not open to the public, generate large amounts of income that are not taxed, and are epicenters for many other criminal activities including, but not limited to capital murder, armed robbery, prostitution, other personal and property crimes, weapon offenses, illicit drug use and drug trafficking, money laundering, fraud, organized crime, and public corruption; and

WHEREAS, one of the most heinous recent criminal offenses in this County stemmed directly from criminal activity surrounding a local game room—a Jefferson County jury found Joseph Colone, Jr. guilty of capital murder and sentenced him to death for the brutal slaying of a Beaumont woman and her teenage daughter because the woman was a key witness against Colone in the aggravated robbery of a game room; and

WHEREAS, unregulated game rooms, operated illegally, constitute public and private nuisances that adversely impact surrounding property owners and occupants, and the community as a whole; and

WHEREAS, to circumvent undercover investigations, operators of these illegal game rooms have changed their business models by restricting access to allow only members or known referrals, thereby preventing law enforcement agencies from gaining access to shut down illegal activities; and

WHEREAS, Jefferson County desires to reduce the adverse secondary effects of illicit game rooms and find that it is in the best interest of and for the protection of Jefferson County citizens that game room activity be strictly regulated that such game room operators be required to secure a permit to conduct

business within the unincorporated areas of Jefferson County; and that Jefferson County be authorized to pursue violators both civilly and criminally;

NOW THEREFORE, be it resolved that the Commissioner's Court of Jefferson County, Texas urges all state elected officials to consider specific legislation to amend Local Government Code Section 234 to extend legislative authority to Jefferson County to regulate game rooms.

SIGNED this _____ day of January, 2018.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, January 29, 2018

There being no further business to come before the Court at this time, same is now here adjourned on this date, January 29, 2018