

**SPECIAL, 3/2/2021 10:30:00 AM**

BE IT REMEMBERED that on March 02, 2021, 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 Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Theresa Goodness, County Clerk

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

***Notice of Meeting and Agenda and Minutes***  
***March 02, 2021***

Jeff R. Branick, County Judge  
 Vernon Pierce, Commissioner, Precinct One  
 Darrell Bush, Commissioner, Precinct Two  
 Michael S. Sinegal, Commissioner, Precinct Three  
 Everett "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA  
 OF COMMISSIONERS' COURT  
 OF JEFFERSON COUNTY, TEXAS  
 March 02, 2021**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **02nd** day of **March 2021** 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:

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: [https://co.jefferson.tx.us/comm\\_crt/commmlink.htm](https://co.jefferson.tx.us/comm_crt/commmlink.htm) Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: #The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

**INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three**

**PLEDGE OF ALLEGIANCE: Everett "Bo" Alfred, Commissioner, Precinct Four**

## **PURCHASING:**

1. Receive and file bids for Invitation for Bid (IFB 21-001/YS), Term Contract for Motor Fuel for Jefferson County; in accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

**SEE ATTACHMENTS ON PAGES 10 - 161**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

2. Consider and approve renewal for (IFB 19-004/YS), Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport for a second one (1) year renewal with Airport Lighting Company and blueglobes, llc. from March 2, 2021 through March 1, 2022.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

3. Receive and file bid for Invitation for Bid (IFB 21-003/YS), Term Contract for Limestone Rock Asphalt for Jefferson County.

**SEE ATTACHMENTS ON PAGES 162 - 220**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*March 02, 2021*

4. Consider and approve award, execute, receive and file an Acceptance of Offer for Invitation for Bid (IFB 21-001/YS), Term Contract for Motor Fuel for Jefferson County in accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326 with Spidle Oil Co.; as shown on Attachment A.

**SEE ATTACHMENTS ON PAGES 221 - 222  
 AND PAGE 301**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

5. Consider and approve award, execute, receive and file an Acceptance of Offer for Invitation for Bid (IFB 21-003/YS), Term Contract for Limestone Rock Asphalt for Jefferson County with Vulcan Construction Materials, LLC; as shown on Attachment B.

**SEE ATTACHMENTS ON PAGES 223 - 225**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

6. Consider and approve, execute, receive and file Amendment No. 1 (Amended Lease Agreement) to contract (RFP 19-032/YS), Lease of Properties as a Result of Buy-Out to transfer least of property (item 50) from Cristy Cornwell to Ronald Koziuk.

**SEE ATTACHMENTS ON PAGES 226 - 230**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**COUNTY AUDITOR:**

7. Consider and approve budget transfer– Constable Pct.6– additional needed for radars.

120-3070-425-3084	MINOR EQUIPMENT	\$2,000.00	
120-3070-425-1098	OVERTIME ALLOWANCE		\$1,000.00
120-3070-425-5062	TRAVEL EXPENSE		\$1,000.00



**SEE ATTACHMENTS ON PAGES 231 - 231**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

8. Consider and approve Intergovernmental Agreement with South East Texas Regional Planning Commission (SETRPC) for the administration and distribution of the Emergency Rental Assistance Program (ERAP) funds from the U.S. Treasury.

**SEE ATTACHMENTS ON PAGES 232 - 236**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

9. Regular County Bills – check #480046 through checks #480218.

**SEE ATTACHMENTS ON PAGES 237 - 245**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY CLERK:**

10. Consider and possibly approve a Resolution recognizing Carolyn Guidry for 16 years and 4 months of dedicated service as Jefferson County Clerk and wishing her well in her retirement.

**SEE ATTACHMENTS ON PAGES 246 - 246**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

11. Consider and possibly approve a Resolution to renew and extend the Disaster Declaration issued for Hurricane Delta.

**SEE ATTACHMENTS ON PAGES 247 - 247**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

12. Consider, possibly approve and authorize the County Judge to extend the Declaration of Local Disaster dated 03-13-20, Pursuant to Section 418.018 (b) of the Texas Government Code.

**SEE ATTACHMENTS ON PAGES 248 - 248**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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

**SEE ATTACHMENTS ON PAGES 249 - 249**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

14. Consider and possibly approve extending the Disaster Declaration issued for Winter Storm.

**SEE ATTACHMENTS ON PAGES 250 - 250**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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15. Consider, possibly approve and authorize the County Judge to execute an Interlocal Agreement between Jefferson County and the Sabine Pass Port Authority for dredging services of the waterway at the Sabine Pass Port, pursuant to Chapter 791 of the Texas Government Code.

**SEE ATTACHMENTS ON PAGES 251 - 252**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

16. Receive and file executed Commercial Contract for sale of Ford Park Entertainment Complex.

**SEE ATTACHMENTS ON PAGES 253 - 265**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

17. Receive and file Order of Appointment of Darrell Bush to the position of Jefferson County Commissioner, Precinct 2, to fulfill the unexpired term of Commissioner Brent Weaver, retired, pursuant to Sec. 87.042 (a), Texas Local Government Code. **SEE ATTACHMENT ON PAGE 296**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

18. Receive and file Oath of Office of Darrell Bush to the position of Jefferson County Commissioner, Precinct 2, to fulfill the unexpired term of Commissioner Brent Weaver, retired, pursuant to Sec. 87.042 (a), Texas Local Government Code and receive and file same.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**SEE ATTACHMENTS ON PAGE 297-298**

19. Consider and possibly approve, authorize the County Judge to execute a Consent to Assign Agreement for TE Products Pipeline to transfer its interest in a pipeline to Southeast Texas Pipelines LLC (STP).

**SEE ATTACHMENTS ON PAGES 266 - 292**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

20. Consider and possibly appoint Theresa Goodness as County Clerk to serve to fulfill the unexpired term Carolyn Guidry who retired effective 2/28/21, pursuant to Texas Local Government Code Sec. 87.041.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY TREASURER:**

21. Receive and File Investment Schedule for January, 2021, including the year to date total earnings on County funds.

**SEE ATTACHMENTS ON PAGES 293 - 295**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **HUMAN RESOURCES:**

22. Consider and possibly approve granting extended leave without pay for up to 90 days for James Richardson, an employee of the Sheriff's Department.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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23. Consider and possibly approve granting extended leave without pay for up to 90 days for Jimeeka Petry, an employee of the Sheriff's Department.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**RISK MANAGEMENT:**

24. Approve, receive, and file executed Public Official's Bond for Darrell Bush, Interim Commissioner Precinct 2.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**SEE ATTACHMENTS ON PAGES 299-300**

25. Consider and possibly approve self-insuring for any loss covered under the Public Official's bond for Theresa Goodness, Interim County Clerk.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

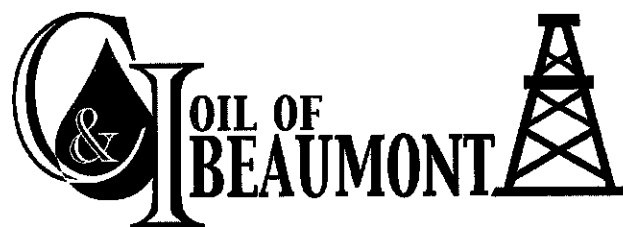
**Other Business:**

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

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

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**Jeff R. Branick**  
**County Judge**



ORIGINAL BID



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

### LEGAL NOTICE

#### Advertisement for Invitation for Bids

January 19, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 21-001/YS, Term Contract for Motor Fuel for Jefferson County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

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

**BID NAME:**

Term Contract for Motor Fuel for Jefferson County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

**BID NO:**

IFB 21-001/YS

**DUE DATE/TIME:**

11:00 AM CT, Wednesday, February 17, 2021

**MAIL OR DELIVER TO:**

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

*Added  
TO*

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

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

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

*Deborah Clark*

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – January 20, 2021 and January 27, 2021

**IFB 21-001/YS**

**Term Contract for Motor Fuel for Jefferson County County in Accordance with Chapter  
262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section  
200.318-326**

**Bids due: 11:00 AM CT, Wednesday, February 17, 2021**

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**Bid Submissions:**

**Bidder is responsible for submitting:**

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

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

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



## Instructions to Bidders

### 1. Bid Submission

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

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

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

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

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

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

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

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgment 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 – 2021:**

December 31	Friday	New Year's
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
April 2	Friday	Good Friday
May 31	Monday	Memorial Day
July 5	Monday	Independence Day
September 6	Monday	Labor Day
November 11	Thursday	Veteran's Day
November 25 & 26	Thursday & Friday	Thanksgiving
December 23 & 24	Thursday & Friday	Christmas

**7. Rejection or Withdrawal**

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

**8. Emergency/Declared Disaster Requirements**

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

**9. Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

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

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

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

#### **10. Contract**

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

#### **11. Waiver of Subrogation**

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

#### **12. Fiscal Funding**

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

#### **13. Bid Results**

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

#### **14. Changes and Addenda to Bid Documents**

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

#### **15. Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

#### **16. Delivery**

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

#### **17. Interpretation of Bid and/or Contract Documents**

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

**18. Currency**

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

**19. Pricing**

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

**20. Notice to Proceed/Purchase Order**

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

**21. Certification**

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

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

**22. Definitions**

"County" – Jefferson County, Texas.

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

**23. Minority-Women Business Enterprise Participation**

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

## General Conditions of Bidding and Terms of Contract

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

**1.13 Bid Award.** Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price.

Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

#### **1.20 Confidential/Proprietary Information**

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

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

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

## **2. Performance**

**2.1 Design, Strength, and Quality.** Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as

meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

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

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

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

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

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

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

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

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

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

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

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

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

**2.14 Maintenance.** Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet

as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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

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

### **3. Purchase Orders and Payment**

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

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

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

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

### **4. Contract**

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

**4.2 Contract Agreement.** Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

**4.3 Change Order.** No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

**4.4 Price Re-determination.** A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law,



Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **P. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

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

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

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.*

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

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### 4. Multiple Vendor Award

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

### 5. Delivery

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

### 6. Payment

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

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

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

### 7. Usage Reports

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

### 8. Insurance

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

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

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





- 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, ysauer@co.jefferson.tx.us regarding any questions or comments. Please reference bid number IFB 21-001/YS.

### Scope

Vendor shall provide motor fuel for Jefferson County for daily business, and in times of Emergency or Natural Disaster subject to the terms and conditions stated herein for a period of one year beginning on or about Date of Award.

The County shall reserve the right to award to one successful bidder for tank wagon loads. Partial bids will not be considered.

Bidder shall include brand names or trade names of products offered on the bid blank.

### Delivery

Delivery of motor fuel shall be to storage tanks located throughout Jefferson County, with delivery prepaid and allowed, and unloading charges for the account of the seller. Delivery locations are listed on page 16 of these specifications.

### Taxes/Fees

Jefferson County does not pay federal tax on gasoline.

The County is subject to State Gasoline Tax and the Petroleum Product Delivery Fees.

#### Petroleum Product Delivery Fee Schedule

Gasoline		Diesel	
0-2499 gallons	\$25.00	0-2499 gallons	\$25.00
2500-4999 gallons	\$50.00	2500-4999 gallons	\$50.00
5000-6999 gallons	\$75.00	5000-7999 gallons	\$75.00
7000-10,000 gallons	\$100.00	8000-10,000 gallons	\$100.00

Bidders are reminded to list the fee as a separate line item charge and to identify it on the invoice as "Reimbursement for Petroleum Delivery Fee." Invoice the taxes and fees as separate items. **Do not include tax/fee in your bid.** Successful bidder shall negotiate a 6416 agreement whereby the bidder will not charge the County for federal excise tax and the County will allow the bidder to collect a refund from the Internal Revenue Service. **Therefore, do not bid federal excise tax.**

### Approximate Annual Usage

Items listed on page 23 indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis**, delivered to various locations in Jefferson County, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

### Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

### General Specification

1. It is understood and agreed that independent laboratory tests and analysis may be required under the following conditions:
  - a. Independent laboratory test may be made from samples taken at destination. The County shall select the testing laboratory.
  - b. If the results of such test and analysis reveal the samples submitted meet the technical specifications below, Jefferson County will bear the cost of such test and analysis.
  - c. If the results of such test and analysis reveal the samples submitted do not meet the technical specifications below, the cost of such tests and analysis shall be for the successful bidder's account, and the successful bidder shall make satisfactory adjustment for all product delivered which does not comply with the County's technical specifications.
  - d. The results of the foregoing tests and analysis shall be furnished to the successful bidder and to Jefferson County.
2. The Contractor shall make adjustment and allowance in gallonage of gasoline to compensate for change in temperature of gasoline, i.e., Contractor must show temperature of gasoline at loading point at the time the gasoline was unloaded onto the transport and must show the correction and adjustment made in gallonage delivered to the County using 60 degrees F as normal temperature reading. **Such corrections and adjustment will be shown on 5,000 gallons or more on invoice billing to the County.**
3. The successful bidder shall exercise extreme care at all time during delivery to ensure all safety precautions are met.
4. The official reference for prices for fuel delivered under this specification shall be **the Oil Price Information Service (OPIS) PADD 3 REPORT**, published weekly by United Communications Group, 4550 Montgomery Avenue, Suite 700, N. Bethesda, MD 20814. This publication lists weekly and daily average prices, in cents per gallon, F.O.B. Beaumont, TX, excluding taxes, for the three grades of motor fuel listed in the Technical Specification below.
5. **Prices bid shall be expressed as equal to or a differential of, in cents per gallon, either more or less, the OPIS PADD 3 report daily average prices published for Beaumont, TX. RACK PRICES ARE NOT ACCEPTABLE.**
6. Deliveries will not be made unless a purchase order has been issued by the Jefferson County Purchasing Department. The weekly prices for these orders shall be on the following basis:
  - a. OPIS averages are published daily.
  - b. The reports are normally available the following business day.
  - c. The prior days report will be the reference for prices for all purchases made.

7. Prices quotes shall be for tankwagon loads delivered to the following County locations:

Item	Delivery Locations	Tank Capacity (gallons)
1	Jefferson County Correctional Facility (Diesel/Below Ground) 5030 Highway 69 South, Beaumont TX 77705	2,500
2	Jefferson County Correctional Facility (Unleaded Gasoline/Below Ground) 5030 Highway 69 South, Beaumont TX 77705	6,000
3	Jack Brooks Regional Airport (Diesel/Above Ground) 5000 Jerry Ware Drive, Beaumont TX 77705	1,000
4	Road & Bridge, Precinct 1 ( Diesel/Above Ground) 1290 Highway 90, Beaumont TX 77713	2,000
5	Road & Bridge, Precinct 1 (Unleaded Gasoline/Above Ground) 1290 Highway 90, Beaumont TX 77713	2,000
6	Road & Bridge, Precinct 2 (Diesel/Above Ground) 7759 Viterbo Road, Beaumont TX 77705	2,000
7	Road & Bridge, Precinct 2 (Unleaded Gasoline/Above Ground) 7759 Viterbo Road, Beaumont TX 77705	2,000
8	Road & Bridge, Precinct 3 (Diesel/Above Ground) Highway 124 Stockpile, Hamshire TX 77622	1,000
9	Road & Bridge, Precinct 3 (Diesel/Above Ground) 5700 Jade Avenue, Port Arthur TX 77640	5,000
10	Road & Bridge, Precinct 3 (Unleaded Gasoline/Above Ground) 5700 Jade Avenue, Port Arthur TX 77640	3,000
11	Road & Bridge, Precinct 4 (Diesel/Above Ground) 7780 Boyt Road, Beaumont TX 77713	2,000
12	Road & Bridge, Precinct 4 (Diesel/Above Ground) 7780 Boyt Road, Beaumont TX 77713	2,000
13	Sheriff's Department Marine Division (Unleaded Gasoline/Above Ground) Port of Beaumont, Beaumont TX 77701	1,000
14	Sheriff's Department Marine Division (Unleaded Gasoline/Above Ground) 5950 South 1st Avenue, Sabine Pass TX 77655	8,000
15	Jefferson County Subcourthouse ( Unleaded Gasoline/Above Ground) 525 Lakeshore Drive, Port Arthur TX 77640	2,000

The County can furnish the successful bidder copies of the underground storage tank requirements for the applicable tanks.

Additional locations may be added during disasters/emergencies.

8. **Successful bidder shall make deliveries within 24 hours of order.** Transport delivery vehicles shall be equipped with meters capable of printing registrations on the invoice before and after delivery. The amount delivered shall be so recorded on each delivery ticket.

If delivery truck is not equipped with a meter, the driver shall notify a representative of Jefferson County at the delivery location upon arrival. The Jefferson County representative shall measure the level of fuel in the tank before and after the deliver is made, to ensure that

an accurate delivery amount is recorded. Both measurements, as well as the signatures of the driver and the Jefferson County representative, shall be recorded on the bill of lading or delivery ticket.

9. **Estimated consumption of tankwagon delivery product is as follows:**

Unleaded gasoline	176,255 gallons
No. 2 Diesel	118,820 gallons

**These figures are estimates only. No promise is made or implied that these quantities will be purchased.**

10. **Technical Specification**

Gasoline: Gasoline shall be petroleum motor fuels satisfactory for use in gasoline-powered internal combustion engines.

Grades of gasoline shall conform to the following formulas:

Item 1.	Unleaded Gasoline, Regular Grade Minimum Octane Rating $R+M/2=87$
Item 2.	Unleaded Gasoline, Medium Grade Minimum Octane Rating $R+M/2=89$
Item 3.	Unleaded Gasoline, Premium Grade Minimum Octane Rating $R+M/2=93$
Item 4.	No. 2 Diesel Fuel

Diesel fuel shall be petroleum fuel for use in Diesel internal combustion engines. Fuel supplied under this specification shall meet minimum standards prescribed by the American Society of Testing and Materials for number 2-4 fuel (ASTM D-975) and shall meet or exceed the following minimum criteria:

API specific gravity	30 min
Flash point, PM	125 degrees F min
Viscosity CST @ 104 degrees F (40 degrees C)	1.9 – 3.4
Color, ASTM	2.0 max
Cloud point	0 – 16 degrees F
Sulfur, by percentage weight	0.5% max
Cetane index	40 minimum
Water & sediment, percentage by volume	0.05%
Distillation temperature	
10% point	470 degrees F max
50% point	540 degrees F max
90% point	640 degrees F max
End point	675 degrees F max
Copper strip corrosion 3 hrs. @ 122 degrees F	1 B max
Carbon residue	0.35 max

## Bidder Information Form

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

**Bid Name & Number:** Term Contract for Motor Fuel for Jefferson County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326, IFB 21-001/YS

**Bidder's Company/Business Name:** C&I Oil of Beaumont, L.P.

**Bidder's TAX ID Number:** 84-2404905

**Contact Person:** Donovan Weldon II **Title:** GM / operations

**Phone Number (with area code):** 409-833-6331

**Alternate Phone Number if available (with area code):** N/A

**Fax Number (with area code):** N/A

**Email Address:** d.weldon2@ciail.com

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

P.O. Box 2702

Address

Beaumont, TX 77704

City, State, Zip Code

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

We acknowledge receipt of the following amendment(s): \_\_\_\_\_.

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

CHI Oil of Beaumont, L.P.  
Company Name

For clarification of this offer, contact:

6050 College Street  
Address

Donovan Weldon II  
Name

Beaumont Tx 77707  
City State Zip

409-833-6331 N/A  
Phone Fax

  
Signature of Person Authorized to Sign

dweeldon2@cioil.com  
E-mail

Donovan Weldon II  
Printed Name

Operations / G.M.  
Title

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



## **Acceptance of Offer**

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The Offer is hereby accepted for the following items: Motor Fuel for Jefferson County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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. 21-001/YS, Term Contract for Motor Fuel for Jefferson County. 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

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Date

**Attest:**

---

Carolyn L. Guidry  
County Clerk

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

## Bid Form

Note to bidders: Minimum order bids are not acceptable.

Item	Description	Brand	+/- Factor	Unit Price
1	Unleaded Gasoline Regular Grade 87 Octane <sup>Non-Ethanol</sup>	unbranded	.12	\$ 1.87
2	Unleaded Gasoline Medium Grade 89 Octane <sup>Non-Ethanol</sup>	unbranded	.12	\$ 2.06
3	Unleaded Gasoline Premium Grade 93 Octane <sup>91 Non-Ethanol</sup>	unbranded	.12	\$ 2.25
4	No. 2 Diesel	unbranded	.12	\$ 1.92

\* Bidder will supply the quantity of the requested item required to meet the specifications.

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

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

## Vendor References

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

**THIS FORM MUST BE RETURNED WITH YOUR BID.**

### REFERENCE ONE

Government/Company Name: Williamson Construction  
 Address: 2575 Hwy 69 South, Lumberton, TX 77657  
 Contact Person and Title: Jim Dubose  
 Phone: 409-755-7445 Fax: N/A.  
 Email Address: jimd@williamsonconstructioninc.com Contract Period: Ongoing  
 Scope of Work: Supply bulk clear, dyed diesel & gasoline for their above ground storage tanks.

### REFERENCE TWO

Government/Company Name: Iron Horse Terminals  
 Address: 11800 U.S. 90  
 Contact Person and Title: Gary Wallace - Operations  
 Phone: 409-781-3755 Fax: N/A.  
 Email Address: gary@ironhorseterminals.com Contract Period: Ongoing  
 Scope of Work: Supply bulk diesel and gasoline for fuel tanks and train locomotives.

### REFERENCE THREE

Government/Company Name: Steel Painters, Inc  
 Address: 7453 Frint Road, Beaumont, TX 77705  
 Contact Person and Title: Scott Yates - Purchasing  
 Phone: 409-842-6060 Fax: N/A  
 Email Address: syates@steelpainters.com Contract Period: Ongoing  
 Scope of Work: Supply bulk fuel to numerous jobsites along w/ DEF products

**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 ☐

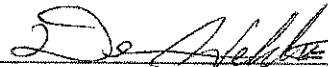
This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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.

C&I Oil of Beaumont, LP

Bidder (Entity Name)



Signature

6050 College Street

Street & Mailing Address

Donovan Weldon II

Print Name

Beaumont, TX, 77707

City, State & Zip

02/09/2021

Date Signed

409-833-6331

Telephone Number

N/A

Fax Number

dweldon2@cioil.com

E-mail Address

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

N/A

## Conflict of Interest Questionnaire

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

Adopted 8/7/2015

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

N/A

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<p style="text-align: center;"><b>OFFICE USE ONLY</b></p> <p>Date Received _____</p>
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	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
6	<p><b>AFFIDAVIT</b></p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right; margin-right: 100px;">_____ Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP &amp; SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this 1st _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p>	

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

*This information must be submitted with your bid.*

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

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

### Did the Prime Contractor/Consultant . . .

- |                              |                             |   |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. <b>Provide</b> HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>  |

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

\_\_\_\_\_  
 Printed Name of Authorized Representative

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

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

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

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

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

☐ Yes ☒ No

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

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

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

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

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

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

Prime Contract Amount: \$

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

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

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

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

Street	City	State	Zip

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

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

Description of Subcontract Work to be Performed:

Printed Name of Contractor Representative \_\_\_\_\_ Signature of Representative \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of HUB \_\_\_\_\_ Signature of Representative \_\_\_\_\_ Date \_\_\_\_\_

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

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

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



## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

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

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

Prime Contractor: \_\_\_\_\_ HUB: ☐ Yes ☐ No

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

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

Street	City	State	Zip

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

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

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

Construction HUB Goals: 12.8% MBE:: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

FOR HUB OFFICE USE ONLY:

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

## PART I. HUB SUBCONTRACTOR DISCLOSURE

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

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

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

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

Street	City	State	Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Description of Subcontract Work to be Performed:

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

## PAGE 2 OF 4

(Duplicate as Needed)



PAGE 4 OF 4

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

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

E-mail address: \_\_\_\_\_

(IFB 21-001/Y5). Term Contract for Motor Fuel for Jefferson County County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

## 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 C&I Oil of Beaumont, LP [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.):	3-20713-3622-9
Company Name submitting bid/proposal:	C&I Oil of Beaumont, LP
Mailing address:	P.O. Box 2702, Beaumont, TX 77704
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

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

## House Bill 89 Verification

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

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

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

*Donovan Weldon II*  
Signature of Company Representative

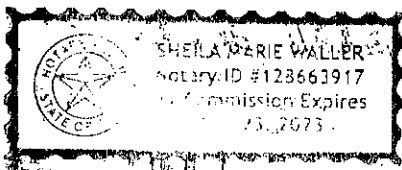
02/10/2021  
Date

On this 10<sup>th</sup> day of February, 20 21, personally appeared

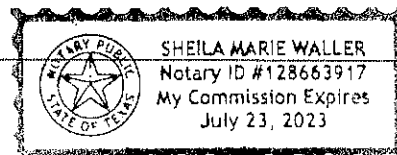
Donovan Weldon II, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

*Sheila Marie Waller*  
Notary Signature



2-10-2021  
Date



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

### Senate Bill 252 Certification

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

Cit Oil of Beaumont, L.P.  
Company Name

IFB 21-001/YS  
IFB/RFP/RFQ number

Certification check performed by:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

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

## Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

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

"I, Donovan Weldon II  
(name)  
for CHI Oil of Beaumont, L.P.  
(name of firm)  
foregoing on behalf of the said CHI Oil of Beaumont, L.P.  
(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."

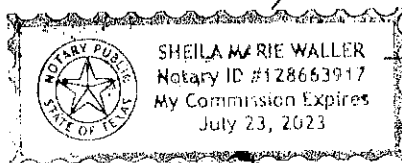
Name and address of bidder: CHI Oil of Beaumont, L.P.  
6050 College Street, Beaumont, TX 77707

Fax: N/A Telephone# 409-833-6331  
by: Donovan Weldon II Title: G. M. / operations  
(print name)

Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above-named  
Donovan Weldon II on

this the 10<sup>th</sup> day of February, 2021.



Sheila Marie Waller  
Notary Public in and for  
the State of Texas

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



8&1 Oil of Beaumont, LP  
6050 College Street  
Beaumont, TX 77707

## SEALED BID

Bid Number: IFB 21-001/VS

Bid Name: Term Contract for Motor Fuel for Jefferson County  
In Accordance with Chapter 262, Texas Local Government Code,  
The County Purchasing Act and 2 CFR Section 200.318-326  
Due Date/Time: 11:00 AM CT, Wednesday, February 17, 2021

Addressed to:

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

REC: 2/11/2021

2:50 PM

W. G. G. G.

## Bidder Information Form

---

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

**Bid Name & Number:** Term Contract for Motor Fuel for Jefferson County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326, IFB 21-001/YS

**Bidder's Company/Business Name:** Midtex Oil, LP

**Bidder's TAX ID Number:** 74-1864941

**Contact Person:** Deena Clanton **Title:** Supply Manager

**Phone Number (with area code):** 979-482-6333

**Alternate Phone Number if available (with area code):** 409-866-0333

**Fax Number (with area code):** 409-866-4505

**Email Address:** deena@midtexoil.com

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

12583 Hwy 90 West  
 Address  
Beaumont, Texas 77713  
 City, State, Zip Code

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

Midtex Oil, LP  
Company Name

For clarification of this offer, contact:

12583 Hwy 90 West  
Address

Deena Clanton  
Name

Beaumont                      Texas                      77713  
City                                  State                                  Zip

979-482-0333                      409-866-4505  
Phone                                  Fax

Deena Clanton  
Signature of Person Authorized to Sign

deena@midtexoil.com  
E-mail

Deena Clanton  
Printed Name

Supply Manager  
Title

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

## **Acceptance of Offer**

---

The Offer is hereby accepted for the following items: Motor Fuel for Jefferson County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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. 21-001/YS, Term Contract for Motor Fuel for Jefferson County. 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

**Note to bidders: Minimum order bids are not acceptable.**

Item	Description	Brand	+/- Factor	Unit Price
1	Unleaded Gasoline Regular Grade 87 Octane	Unbranded	+.0700	\$ 1.6480
2	Unleaded Gasoline Medium Grade 89 Octane	Unbranded	+.0700	\$ 1.8810
3	Unleaded Gasoline Premium Grade 93 Octane	Unbranded	+.0700	\$ 2.0594
4	No. 2 Diesel	Unbranded	+.0700	\$ 1.8414

\* Bidder will supply the quantity of the requested item required to meet the specifications.

\*The Unbranded fuel suppliers we use are Atlas, Bunker One, Global, NGL, Motiva, Valero and US Oil.

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

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

## Vendor References

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

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

<b>REFERENCE ONE</b>
----------------------

Government/Company Name: Beaumont ISD

Address: 3255 Milam Beaumont, Texas 77701

Contact Person and Title: Robert McManus Transportation

Phone: 409-617-5697 Fax: \_\_\_\_\_

Email Address: RMCMANU@bmtisd.com Contract Period: 2018 to current

Scope of Work: Motor Fuel and Lubricants

<b>REFERENCE TWO</b>
----------------------

Government/Company Name: City of Lake Jackson

Address: 25 Oak Drive Lake Jackson, Texas 77566

Contact Person and Title: Gaye Shockley Purchasing

Phone: 979-415-2400 Fax: 979-415-2520

Email Address: gshockley@lakejacksontx.gov Contract Period: 2013 to current

Scope of Work: Motor Fuel and Lubricants

<b>REFERENCE THREE</b>
------------------------

Government/Company Name: Hardin County

Address: 300 West Monroe Street Kountze, Texas 77625

Contact Person and Title: Misty Sims Purchasing Agent

Phone: 409-246-5124 Fax: 409-246-3208

Email Address: misty.sims@co.hardin.tx.us Contract Period: 11-30-2020 through 11-30-2021

Scope of Work: Motor Fuels

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

## Signature Page

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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.

Midtex Oil, LP  
Bidder (Entity Name)

Deena Clanton  
Signature

12583 Hwy 90 West  
Street & Mailing Address

Deena Clanton  
Print Name

Beaumont, Texas 77713  
City, State & Zip

2-9-2021  
Date Signed

979-482-6333  
Telephone Number

409-866-4505  
Fax Number

deena@midtexoil.com  
E-mail Address

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

## Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center;"><b>OFFICE USE ONLY</b></div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">Midtex Oil, LP</p>	<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; font-size: 1.5em;">N/A</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p style="font-size: 0.8em;">This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No         </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No         </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No         </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p>		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <p style="font-size: 1.2em; font-family: cursive;">Deana Clanton</p> <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="text-align: center;"> <p style="font-size: 1.2em;">2-9-2021</p> <p style="font-size: 0.8em;">Date</p> </div> </div>		

Adopted 8/7/2015

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



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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
1	Name of Local Government Officer	Date Received
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
6	<p><b>AFFIDAVIT</b></p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right; margin-right: 100px;">_____ Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p style="margin-top: 20px;"> <span style="float: left;">_____ Signature of officer administering oath</span> <span style="float: left;">_____ Printed name of officer administering oath</span> <span style="float: left;">_____ Title of officer administering oath</span> </p>	

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

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

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

☐ Yes ☒ No

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

### Did the Prime Contractor/Consultant . . .

- |                              |                             |   |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. <b>Provide</b> HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>  |

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

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

Deena Clanton  
Printed Name of Authorized Representative

Deena Clanton  
Signature

Supply Manager  
Title

2-9-2021  
Date

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

Midtex Oil will not use a HUB company because we owns 10 bobtail trucks and 17 transport trucks that we have to keep running.

## 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: Midtex Oil, LP HUB: p Yes p No

Address: 12583 Hwy 90 West Beaumont Texas 77713  
Street City State Zip

Phone (with area code): 979-482-6333 Fax (with area code): 409-866-4505

Project Title & No.: Term Contract for Motor Fuel FB 21-001/YS

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: \_\_\_\_\_

<u>Midtex Oil, L.P.</u>	<u>Deena Clinton</u>	<u>2-9-2021</u>
Printed Name of Contractor Representative	Signature of Representative	Date
<u> </u>	<u> </u>	<u> </u>
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: Midtex Oil, LP HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): N/A

Address:	12583 Hwy 90 West	Beaumont	Texas	77713
	Street	City	State	Zip

Phone (with area code): 979-482-6333 Fax (with area code): 409-866-4505

Project Title & No.: Term Contract for Motor Fuel IFB/RFP No.: 21-0014/YR

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

PAGE 2 OF 4

## HUB SUBCONTRACTOR DISCLOSURE

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

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

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

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

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

Street	City	State	Zip
_____	_____	_____	_____

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

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

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

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

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

Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

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

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

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 3 OF 4**

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

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

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

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

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

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

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

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

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

Street	City	State	Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Description of Subcontract Work to be Performed:

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

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

Street	City	State	Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Description of Subcontract Work to be Performed:

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

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 4 OF 4**

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

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

Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

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

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

Street	City	State	Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

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

Name (print or type): Deena Clanton

Title: Supply Manager

Signature: Deena Clanton

Date: 2-8-2021

E-mail address: [deena@midtexoil.com](mailto:deena@midtexoil.com)

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

Name (print or type): Ashley James

Title: **Operations Manager**

Date: 2-9-2021

E-mail address: ashley@midtexoil.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 Midtex Oil [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.):	74-1864941
Company Name submitting bid/proposal:	Midtex Oil, LP
Mailing address:	12583 Hwy 90 West Beaumont, Texas 77713
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

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



## House Bill 89 Verification

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

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

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

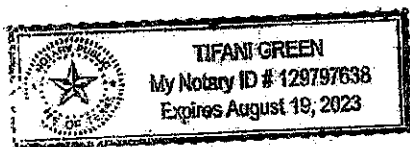
Deena Clanton  
Signature of Company Representative

2-9-2021  
Date

On this 9 day of February, 2021, personally appeared

Deena Clanton, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal



[Signature]  
Notary Signature

2/9/21  
Date

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

## Senate Bill 252 Certification

---

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

Midtex Oil, LP  
 Company Name  
 IFB 21-001/YS  
 IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

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

## Bid Affidavit

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

STATE OF Texas COUNTY OF Montgomery

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

on this day personally appeared Deena Clanton, who  
(name)

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

"I, Deena Clanton am a duly authorized officer of/agent  
(name)  
for Midtex Oil, LP and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Midtex Oil, LP  
(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: Midtex Oil, LP  
12583 Hwy 90 West Beaumont, Texas 77713

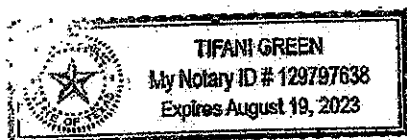
Fax: 409-866-4505 Telephone# 979-482-6333

by: Deena Clanton Title: Supply Manager  
(print name)

Signature: Deena Clanton

SUBSCRIBED AND SWORN to before me by the above-named Deena Clanton on

this the 9 day of February, 2021.



[Signature]

Notary Public in and for  
the State of Texas

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

BEAUMONT, TX

2021-02-08 10:00:21 EST

\*\*OPIS CONTRACT BENCHMARK FILE\*\*

\*\*OPIS GROSS CBOB ETHANOL(10%) PRICES\*\*

9.0 RVP

		Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Valero	u	N-10	154.35	+	.65 171.10	+	.65 189.85	+	.65 02/05	18:00
Placid	u	Net	155.00	+	.50 171.15	+	.60 190.15	+	.65 02/05	18:00
S.R.& M.	u	1-10	160.02	+	.48 175.02	+	.48 194.02	+	.48 02/05	18:00
Motiva	u	N-10	161.00	+	.40 176.00	+	.40 -- --	-- --	02/05	18:00
Citgo	b	1-10	161.27	+	.24 173.39	+	.24 195.62	+	.25 02/05	18:00
Sunoco	b	125-3	165.87	+	.42 181.87	+	.42 207.95	+	.68 02/05	18:00
Shell	b	125-3	166.94	+	.43 184.15	+	.42 -- --	-- --	02/05	18:00
PSX	b	1-10	167.25	+	.50 179.88	+	.50 201.60	+	.50 02/05	18:00
Valero	b	1-10	167.45	+	.35 183.45	+	.35 202.65	+	.35 02/05	18:00
76-Mot	b	125-3	167.80	+	.51 180.46	+	.51 -- --	-- --	02/05	18:00
XOM	b	125-3	169.71	-	.04 201.89	-	.04 209.71	-	.04 02/05	19:00
Shell-Mot	b	125-3	170.12	+	.71 185.81	+	.71 -- --	-- --	02/05	18:00
Chevron	b	1t45c	170.20	+	.30 185.60	+	.30 -- --	-- --	02/05	18:00
Texaco	b	1t45c	170.20	+	.30 185.60	+	.30 -- --	-- --	02/05	18:00
LOW RACK			154.35		171.10		189.85			
HIGH RACK			170.20		201.89		209.71			
RACK AVG			164.80		181.10		198.94			

OPIS GULF COAST DELIVERED SPOT (SRI)

BEAUMONT, TX

2021-02-08 10:00:21 EST

\*\*OPIS CONTRACT BENCHMARK FILE\*\*

\*\*OPIS GROSS ULTRA LOW SULFUR LED DISTILLATE PRICES\*\*

		Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Motiva	u	N-10	171.05	+	1.65 -- --	-- --	-- --	-- --	02/05	18:00
Valero	u	N-10	171.45	-	.55 -- --	-- --	-- --	-- --	02/05	18:00
XOM	u	Net	171.47	+	1.47 -- --	-- --	-- --	-- --	02/05	19:00
Placid	u	Net	172.30	+	1.60 -- --	-- --	-- --	-- --	02/05	18:00
S.R.& M.	u	1-10	173.25	+	1.57 -- --	-- --	-- --	-- --	02/05	18:00
Shell	b	125-3	174.04	+	1.82 -- --	-- --	-- --	-- --	02/05	18:00
PSX	b	1-10	176.71	+	.50 -- --	-- --	-- --	-- --	02/05	18:00
Valero	b	1-10	179.55	+	1.60 -- --	-- --	-- --	-- --	02/05	18:00
Citgo	b	1-10	180.12	+	1.58 -- --	-- --	-- --	-- --	02/05	18:00
Motiva	b	125-3	180.40	+	1.66 -- --	-- --	-- --	-- --	02/05	18:00
XOM	b	125-3	180.84	+	1.03 -- --	-- --	-- --	-- --	02/05	19:00
76-Mot	b	125-3	181.17	+	1.66 -- --	-- --	-- --	-- --	02/05	18:00
Shell-Mot	b	125-3	181.17	+	1.66 -- --	-- --	-- --	-- --	02/05	18:00
Chevron	b	1t45c	181.80	+	1.60 -- --	-- --	-- --	-- --	02/05	18:00
Texaco	b	1t45c	181.80	+	1.60 -- --	-- --	-- --	-- --	02/05	18:00
LOW RACK			171.05		-- --		-- --			
HIGH RACK			181.80		-- --		-- --			
RACK AVG			177.14		-- --		-- --			

OPIS GULF COAST DELIVERED SPOT (SRI)



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

## LEGAL NOTICE

### Advertisement for Invitation for Bids

January 19, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 21-001/YS, Term Contract for Motor Fuel for Jefferson County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

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

**BID NAME:** Term Contract for Motor Fuel for Jefferson County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

**BID NO:** IFB 21-001/YS

**DUE DATE/TIME:** 11:00 AM CT, Wednesday, February 17, 2021

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

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

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

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – January 20, 2021 and January 27, 2021

**IFB 21-001/YS**  
**Term Contract for Motor Fuel for Jefferson County County in Accordance with Chapter**  
**262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section**  
**200.318-326**

**Bids due: 11:00 AM CT, Wednesday, February 17, 2021**

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**Bid Submissions:**

**Bidder is responsible for submitting:**

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

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

**<https://www.co.jefferson.tx.us/Purchasing/>**

## Instructions to Bidders

### 1. Bid Submission

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

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

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

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

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

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

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

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgment 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 – 2021:

December 31	Friday	New Year's
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
April 2	Friday	Good Friday
May 31	Monday	Memorial Day
July 5	Monday	Independence Day
September 6	Monday	Labor Day
November 11	Thursday	Veteran's Day
November 25 & 26	Thursday & Friday	Thanksgiving
December 23 & 24	Thursday & Friday	Christmas

## 7. **Rejection or Withdrawal**

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

## 8. **Emergency/Declared Disaster Requirements**

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

## 9. **Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

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

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



present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

#### **10. Contract**

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

#### **11. Waiver of Subrogation**

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

#### **12. Fiscal Funding**

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

#### **13. Bid Results**

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

#### **14. Changes and Addenda to Bid Documents**

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

#### **15. Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

#### **16. Delivery**

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

#### **17. Interpretation of Bid and/or Contract Documents**

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

**18. Currency**

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

**19. Pricing**

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

**20. Notice to Proceed/Purchase Order**

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

**21. Certification**

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

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

**22. Definitions**

"County" – Jefferson County, Texas.

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

**23. Minority-Women Business Enterprise Participation**

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

## General Conditions of Bidding and Terms of Contract

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

**1.13 Bid Award.** Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price.

Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

#### **1.20 Confidential/Proprietary Information**

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

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

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

## **2. Performance**

**2.1 Design, Strength, and Quality.** Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as

meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

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

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

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

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

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

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

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

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

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

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

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

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

**2.14 Maintenance.** Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet

as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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

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

### **3. Purchase Orders and Payment**

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

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

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

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

### **4. Contract**

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

**4.2 Contract Agreement.** Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

**4.3 Change Order.** No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

**4.4 Price Re-determination.** A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law,

Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **P. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

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

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

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.*

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

**FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:** [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### 4. **Multiple Vendor Award**

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

### 5. **Delivery**

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

### 6. **Payment**

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

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

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

### 7. **Usage Reports**

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

### 8. **Insurance**

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

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

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



- 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.



## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, ysauer@co.jefferson.tx.us regarding any questions or comments. Please reference bid number IFB 21-001/YS.

### Scope

Vendor shall provide motor fuel for Jefferson County for daily business, and in times of Emergency or Natural Disaster subject to the terms and conditions stated herein for a period of one year beginning on or about Date of Award.

The County shall reserve the right to award to one successful bidder for tank wagon loads. Partial bids will not be considered.

Bidder shall include brand names or trade names of products offered on the bid blank.

### Delivery

Delivery of motor fuel shall be to storage tanks located throughout Jefferson County, with delivery prepaid and allowed, and unloading charges for the account of the seller. Delivery locations are listed on page 16 of these specifications.

### Taxes/Fees

Jefferson County does not pay federal tax on gasoline.

The County is subject to State Gasoline Tax and the Petroleum Product Delivery Fees.

#### Petroleum Product Delivery Fee Schedule

Gasoline		Diesel	
0-2499 gallons	\$25.00	0-2499 gallons	\$25.00
2500-4999 gallons	\$50.00	2500-4999 gallons	\$50.00
5000-6999 gallons	\$75.00	5000-7999 gallons	\$75.00
7000-10,000 gallons	\$100.00	8000-10,000 gallons	\$100.00

Bidders are reminded to list the fee as a separate line item charge and to identify it on the invoice as "Reimbursement for Petroleum Delivery Fee." Invoice the taxes and fees as separate items. **Do not include tax/fee in your bid.** Successful bidder shall negotiate a 6416 agreement whereby the bidder will not charge the County for federal excise tax and the County will allow the bidder to collect a refund from the Internal Revenue Service. **Therefore, do not bid federal excise tax.**

### Approximate Annual Usage

Items listed on page 23 indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis**, delivered to various locations in Jefferson County, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

### Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

### General Specification

1. It is understood and agreed that independent laboratory tests and analysis may be required under the following conditions:
  - a. Independent laboratory test may be made from samples taken at destination. The County shall select the testing laboratory.
  - b. If the results of such test and analysis reveal the samples submitted meet the technical specifications below, Jefferson County will bear the cost of such test and analysis.
  - c. If the results of such test and analysis reveal the samples submitted do not meet the technical specifications below, the cost of such tests and analysis shall be for the successful bidder's account, and the successful bidder shall make satisfactory adjustment for all product delivered which does not comply with the County's technical specifications.
  - d. The results of the foregoing tests and analysis shall be furnished to the successful bidder and to Jefferson County.
2. The Contractor shall make adjustment and allowance in gallonage of gasoline to compensate for change in temperature of gasoline, i.e., Contractor must show temperature of gasoline at loading point at the time the gasoline was unloaded onto the transport and must show the correction and adjustment made in gallonage delivered to the County using 60 degrees F as normal temperature reading. **Such corrections and adjustment will be shown on 5,000 gallons or more on invoice billing to the County.**
3. The successful bidder shall exercise extreme care at all time during delivery to ensure all safety precautions are met.
4. The official reference for prices for fuel delivered under this specification shall be **the Oil Price Information Service (OPIS) PADD 3 REPORT**, published weekly by United Communications Group, 4550 Montgomery Avenue, Suite 700, N. Bethesda, MD 20814. This publication lists weekly and daily average prices, in cents per gallon, F.O.B. Beaumont, TX, excluding taxes, for the three grades of motor fuel listed in the Technical Specification below.
5. **Prices bid shall be expressed as equal to or a differential of, in cents per gallon, either more or less, the OPIS PADD 3 report daily average prices published for Beaumont, TX. RACK PRICES ARE NOT ACCEPTABLE.**
6. Deliveries will not be made unless a purchase order has been issued by the Jefferson County Purchasing Department. The weekly prices for these orders shall be on the following basis:
  - a. OPIS averages are published daily.
  - b. The reports are normally available the following business day.
  - c. The prior days report will be the reference for prices for all purchases made.

7. Prices quotes shall be for tankwagon loads delivered to the following County locations:

Item	Delivery Locations	Tank Capacity (gallons)
1	Jefferson County Correctional Facility (Diesel/Below Ground) 5030 Highway 69 South, Beaumont TX 77705	2,500
2	Jefferson County Correctional Facility (Unleaded Gasoline/Below Ground) 5030 Highway 69 South, Beaumont TX 77705	6,000
3	Jack Brooks Regional Airport (Diesel/Above Ground) 5000 Jerry Ware Drive, Beaumont TX 77705	1,000
4	Road & Bridge, Precinct 1 ( Diesel/Above Ground) 1290 Highway 90, Beaumont TX 77713	2,000
5	Road & Bridge, Precinct 1 (Unleaded Gasoline/Above Ground) 1290 Highway 90, Beaumont TX 77713	2,000
6	Road & Bridge, Precinct 2 (Diesel/Above Ground) 7759 Viterbo Road, Beaumont TX 77705	2,000
7	Road & Bridge, Precinct 2 (Unleaded Gasoline/Above Ground) 7759 Viterbo Road, Beaumont TX 77705	2,000
8	Road & Bridge, Precinct 3 (Diesel/Above Ground) Highway 124 Stockpile, Hamshire TX 77622	1,000
9	Road & Bridge, Precinct 3 (Diesel/Above Ground) 5700 Jade Avenue, Port Arthur TX 77640	5,000
10	Road & Bridge, Precinct 3 (Unleaded Gasoline/Above Ground) 5700 Jade Avenue, Port Arthur TX 77640	3,000
11	Road & Bridge, Precinct 4 (Diesel/Above Ground) 7780 Boyt Road, Beaumont TX 77713	2,000
12	Road & Bridge, Precinct 4 (Diesel/Above Ground) 7780 Boyt Road, Beaumont TX 77713	2,000
13	Sheriff's Department Marine Division (Unleaded Gasoline/Above Ground) Port of Beaumont, Beaumont TX 77701	1,000
14	Sheriff's Department Marine Division (Unleaded Gasoline/Above Ground) 5950 South 1st Avenue, Sabine Pass TX 77655	8,000
15	Jefferson County Subcourthouse ( Unleaded Gasoline/Above Ground) 525 Lakeshore Drive, Port Arthur TX 77640	2,000

The County can furnish the successful bidder copies of the underground storage tank requirements for the applicable tanks.

Additional locations may be added during disasters/emergencies.

8. **Successful bidder shall make deliveries within 24 hours of order.** Transport delivery vehicles shall be equipped with meters capable of printing registrations on the invoice before and after delivery. The amount delivered shall be so recorded on each delivery ticket.

If delivery truck is not equipped with a meter, the driver shall notify a representative of Jefferson County at the delivery location upon arrival. The Jefferson County representative shall measure the level of fuel in the tank before and after the deliver is made, to ensure that

an accurate delivery amount is recorded. Both measurements, as well as the signatures of the driver and the Jefferson County representative, shall be recorded on the bill of lading or delivery ticket.

9. **Estimated consumption of tankwagon delivery product is as follows:**

Unleaded gasoline	176,255 gallons
No. 2 Diesel	118,820 gallons

**These figures are estimates only. No promise is made or implied that these quantities will be purchased.**

10. **Technical Specification**

Gasoline: Gasoline shall be petroleum motor fuels satisfactory for use in gasoline-powered internal combustion engines.

Grades of gasoline shall conform to the following formulas:

Item 1.	Unleaded Gasoline, Regular Grade Minimum Octane Rating $R+M/2=87$
Item 2.	Unleaded Gasoline, Medium Grade Minimum Octane Rating $R+M/2=89$
Item 3.	Unleaded Gasoline, Premium Grade Minimum Octane Rating $R+M/2=93$
Item 4.	No. 2 Diesel Fuel

Diesel fuel shall be petroleum fuel for use in Diesel internal combustion engines. Fuel supplied under this specification shall meet minimum standards prescribed by the American Society of Testing and Materials for number 2-4 fuel (ASTM D-975) and shall meet or exceed the following minimum criteria:

API specific gravity	30 min
Flash point, PM	125 degrees F min
Viscosity CST @ 104 degrees F (40 degrees C)	1.9 – 3.4
Color, ASTM	2.0 max
Cloud point	0 – 16 degrees F
Sulfur, by percentage weight	0.5% max
Cetane index	40 minimum
Water & sediment, percentage by volume	0.05%
Distillation temperature	
10% point	470 degrees F max
50% point	540 degrees F max
90% point	640 degrees F max
End point	675 degrees F max
Copper strip corrosion 3 hrs. @ 122 degrees F	1 B max
Carbon residue	0.35 max

ADTEX OIL, L.P.  
2583 Hwy. 80 WEST  
Beaumont, TX 77713  
(409) 866-0333

Received 12:05 PM 2/16/2021  
EC

**BID NAME:**

Term Contract for Motor Fuel for Jefferson County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

**BID NO:**

IFB 21-001/YS

**DUE DATE/TIME:**

11:00 AM CT, Wednesday, February 17, 2021

**MAIL OR DELIVER TO:**

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> 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:** Term Contract for Motor Fuel for Jefferson County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326, IFB 21-001/YS

**Bidder's Company/Business Name:** Spidle & Spidle, Inc

**Bidder's TAX ID Number:** 74-1703-344

**Contact Person:** William Spidle **Title:** President

**Phone Number (with area code):** 409-727-4400

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** 409-982-5655

**Email Address:** Spidleoil@yahoo.com

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

401 W. 19th Street

Port Arthur, Texas 77640

City, State, Zip Code

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

Spidle Oil Co

Company Name

For clarification of this offer, contact:

401 W 19th St

Address

William Spidle

Name

Port Arthur TX 77641

City

State

Zip

409-727-4400 409-982-5655

Phone

Fax

Signature of Person Authorized to Sign

spidleoil@yahoo.com

E-mail

William Spidle

Printed Name

Owner

Title

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

## **Acceptance of Offer**

---

The Offer is hereby accepted for the following items: Motor Fuel for Jefferson County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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. 21-001/YS, Term Contract for Motor Fuel for Jefferson County. 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

**Note to bidders: Minimum order bids are not acceptable.**

Item	Description	Brand	+/- Factor	Unit Price
1	Unleaded Gasoline Regular Grade 87 Octane	UN	+0.065	\$
2	Unleaded Gasoline Medium Grade 89 Octane	UN	+2.065	\$
3	Unleaded Gasoline Premium Grade 93 Octane	UN	+2.065	\$
4	No. 2 Diesel	UN	+0.065	\$

\* Bidder will supply the quantity of the requested item required to meet the specifications.

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

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

## Vendor References

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

**THIS FORM MUST BE RETURNED WITH YOUR BID.**

### REFERENCE ONE

Government/Company Name: City of Beaumont, Tx Transit Dept.  
 Address: 550 Milan St. Beaumont TX  
 Contact Person and Title: Jonathan Clegg Asst. Gen Mgr  
 Phone: 409-835-7895 Fax: 409 833-9454  
 Email Address: jclegg@beaumonttransit.com Contract Period: 1998-present  
 Scope of Work: Fuel/Lubricants

### REFERENCE TWO

Government/Company Name: City of Port Arthur Tx  
 Address: 444 4th St Port Arthur, TX  
 Contact Person and Title: Shewna Tubbs Purch. Mgr  
 Phone: 409-983-8162 Fax: 409 983-8291  
 Email Address: \_\_\_\_\_ Contract Period: 2008-present  
 Scope of Work: Fuel/Lubricants

### REFERENCE THREE

Government/Company Name: Pt Neches ISD.  
 Address: 1606 Park, Port Neches Tx  
 Contact Person and Title: Kevin - Shop mgr.  
 Phone: 409-729-4141 Fax: 409 729-4817  
 Email Address: \_\_\_\_\_ Contract Period: 26 years, + years  
 Scope of Work: Fuel/Lubricants

**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.

Spidle & Spidle Inc  
Bidder (Entity Name)

Will. D. S.  
Signature

401 W 19th Port Arthur TX PO-782  
Street & Mailing Address

William D. Spidle  
Print Name

Port Arthur, Texas 77640  
City, State & Zip

\_\_\_\_\_  
Date Signed

409-727-4400  
Telephone Number

409-982-5655  
Fax Number

Spidleoil@yahoo.com  
E-mail Address

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

## Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>  Date Received
<b>1 Name of vendor who has a business relationship with local governmental entity.</b>  <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<b>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3 Name of local government officer about whom the information in this section is being disclosed.</b>  <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">             Name of Officer           </div> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <p style="text-align: center; font-size: 1.2em; margin-top: 10px;"> <i>NONE</i> </p>		
<b>4</b> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;">               Signature of vendor doing business with the governmental entity           </div> <div style="text-align: center;"> <div style="font-size: 1.5em; margin-bottom: 5px;">2-12-21</div>             Date           </div> </div>		

Adopted 8/7/2015

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

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

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
<b>1</b> Name of Local Government Officer	<div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
<b>2</b> Office Held		
<b>3</b> Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code		
<b>4</b> Description of the nature and extent of employment or other business relationship with vendor named in item 3		
<b>5</b> List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
(attach additional forms as necessary)		
<b>6 AFFIDAVIT</b>		
<p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 178.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 178.003(a)(2)(B), Local Government Code.</p>		
_____ Signature of Local Government Officer		
AFFIX NOTARY STAMP / SEAL ABOVE		
Sworn to and subscribed before me, by the said _____, this the _____ day		
of _____, 20 _____, to certify which, witness my hand and seal of office.		
_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath		

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 contact 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.**

*Spidle Oil will use our trucks and employees to deliver awarded fuel or lubricants*

**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.**

William Spidle

Printed Name of Authorized Representative

William Spidle

Signature

President

Title

2-12-21

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.**

## PAGE 1 OF 4

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

Prime Contractor: \_\_\_\_\_ HUB: ☐ Yes ☐ No

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

Street	City	State	Zip

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

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

**FOR HUB OFFICE USE ONLY:**

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

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

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

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

Street	City	State	Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Description of Subcontract Work to be Performed:

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







## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 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): William D. Spidle

Title: President

Signature: Will. Dyer

Date: 2-12-21

E-mail address: Spidleoil@yahoo.com

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

Name (print or type): Melissa Pearson

Title: office manager

Date: 02-12-21

E-mail address: Spidleo1@yahoo.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 Spidle Oil [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.):	74-1703-344
Company Name submitting bid/proposal:	Spidle & Spidle, INC
Mailing address:	P.O. Box 782 Port Arthur, Texas 77640
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**
199418	401 W. 19 <sup>th</sup> Street Port Arthur, Texas

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

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

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

## House Bill 89 Verification

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

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

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

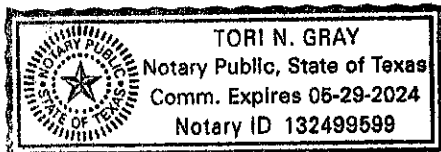
William Spidle  
Signature of Company Representative

2-17-21  
Date

On this 12<sup>th</sup> day of February, 2021, personally appeared

William Spidle, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal



Tori Gray  
Notary Signature

02-12-2021  
Date

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

## Senate Bill 252 Certification

---

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

---

Company Name

---

IFB/RFP/RFQ number

Certification check performed by:

---

Purchasing Representative

---

Date

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY  
CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Spidle and Spidle Inc  
Port Arthur, TX United States

Certificate Number:  
2021-714366

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

Date Filed:  
02/05/2021

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
IFB 16-001  
Fuels

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party. ☒

6 UNSWORN DECLARATION

My name is William D. Spidle and my date of birth is 05-03-1959

My address is 3680 Innisbrook Dr Beaumont, TX 77707 Jeff  
(street) (city) (state) (zip code) (country)

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

Executed in Jefferson County, State of Texas, on the 5<sup>th</sup> day of February 2021.  
(month) (year)

Will. D. Spidle  
Signature of authorized agent of contracting business entity  
(Declarant)

## 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 William D. Spidle, who  
(name)

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

"I, William D. Spidle am a duly authorized officer of/agent  
(name)  
for Spidle & Spidle and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Spidle & Spidle.  
(name of firm)

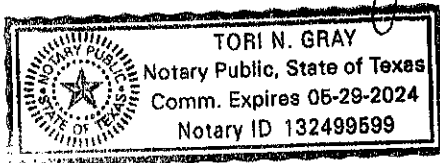
I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly 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: Spidle + Spidle, Inc  
401 W. 19th St Port Arthur, Texas 77640

Fax: 409-982-5655 Telephone# 409-727-4400  
by: William D. Spidle Title: President  
(print name)

Signature: William D. Spidle

SUBSCRIBED AND SWORN to before me by the above-named  
William D. Spidle on  
this the 12th day of February, 2021.



Tori Gray  
Notary Public in and for  
the State of Texas

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



Spidle + Spidle, Inc

P.O. Box 782

Port Arthur, Texas

77640

Received 3:15 PM 2/14/03  
EC

Bid No:

1FB 21-001/Y5

Jefferson County Purchas  
Department

1149 Pearl St. 1st fl

Beaumont, Texas  
77702



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

## LEGAL NOTICE

### Advertisement for Invitation for Bids

January 19, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 21-001/YS, Term Contract for Motor Fuel for Jefferson County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

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

**BID NAME:** Term Contract for Motor Fuel for Jefferson County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

**BID NO:** IFB 21-001/YS

**DUE DATE/TIME:** 11:00 AM CT, Wednesday, February 17, 2021

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

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

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

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – January 20, 2021 and January 27, 2021

**IFB 21-001/YS****Term Contract for Motor Fuel for Jefferson County County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326****Bids due: 11:00 AM CT, Wednesday, February 17, 2021****Table of Contents**

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**Bid Submissions:****Bidder is responsible for submitting:**

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

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

**<https://www.co.jefferson.tx.us/Purchasing/>**

## Instructions to Bidders

### 1. Bid Submission

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

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

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

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

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

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

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

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgment 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 – 2021:**

December 31	Friday	New Year's
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
April 2	Friday	Good Friday
May 31	Monday	Memorial Day
July 5	Monday	Independence Day
September 6	Monday	Labor Day
November 11	Thursday	Veteran's Day
November 25 & 26	Thursday & Friday	Thanksgiving
December 23 & 24	Thursday & Friday	Christmas

## 7. **Rejection or Withdrawal**

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

## 8. **Emergency/Declared Disaster Requirements**

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

## 9. **Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

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

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

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

#### **10. Contract**

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

#### **11. Waiver of Subrogation**

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

#### **12. Fiscal Funding**

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

#### **13. Bid Results**

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

#### **14. Changes and Addenda to Bid Documents**

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

#### **15. Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

#### **16. Delivery**

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

#### **17. Interpretation of Bid and/or Contract Documents**

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

**18. Currency**

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

**19. Pricing**

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

**20. Notice to Proceed/Purchase Order**

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

**21. Certification**

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

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

**22. Definitions**

"County" – Jefferson County, Texas.

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

**23. Minority-Women Business Enterprise Participation**

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



## General Conditions of Bidding and Terms of Contract

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

**1.13 Bid Award.** Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price.



Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

## **1.20 Confidential/Proprietary Information**

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

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

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

## **2. Performance**

**2.1 Design, Strength, and Quality.** Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as

meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

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

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

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

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

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

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

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

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

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

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

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

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

**2.14 Maintenance.** Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet

as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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

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

### **3. Purchase Orders and Payment**

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

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

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

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

### **4. Contract**

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

**4.2 Contract Agreement.** Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

**4.3 Change Order.** No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

**4.4 Price Re-determination.** A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law,

Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

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

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

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

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

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

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

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

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

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

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

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

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

- (1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- (2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

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

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

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

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

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

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

#### **P. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

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

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

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.*

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

**FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:** [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### **4. Multiple Vendor Award**

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

### **5. Delivery**

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

### **6. Payment**

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

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

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

### **7. Usage Reports**

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

### **8. Insurance**

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

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

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



- 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, ysauer@co.jefferson.tx.us regarding any questions or comments. Please reference bid number IFB 21-001/YS.

### Scope

Vendor shall provide motor fuel for Jefferson County for daily business, and in times of Emergency or Natural Disaster subject to the terms and conditions stated herein for a period of one year beginning on or about Date of Award.

The County shall reserve the right to award to one successful bidder for tank wagon loads. Partial bids will not be considered.

Bidder shall include brand names or trade names of products offered on the bid blank.

### Delivery

Delivery of motor fuel shall be to storage tanks located throughout Jefferson County, with delivery prepaid and allowed, and unloading charges for the account of the seller. Delivery locations are listed on page 16 of these specifications.

### Taxes/Fees

Jefferson County does not pay federal tax on gasoline.

The County is subject to State Gasoline Tax and the Petroleum Product Delivery Fees.

#### Petroleum Product Delivery Fee Schedule

Gasoline		Diesel	
0-2499 gallons	\$25.00	0-2499 gallons	\$25.00
2500-4999 gallons	\$50.00	2500-4999 gallons	\$50.00
5000-6999 gallons	\$75.00	5000-7999 gallons	\$75.00
7000-10,000 gallons	\$100.00	8000-10,000 gallons	\$100.00

Bidders are reminded to list the fee as a separate line item charge and to identify it on the invoice as "Reimbursement for Petroleum Delivery Fee." Invoice the taxes and fees as separate items. **Do not include tax/fee in your bid.** Successful bidder shall negotiate a 6416 agreement whereby the bidder will not charge the County for federal excise tax and the County will allow the bidder to collect a refund from the Internal Revenue Service. **Therefore, do not bid federal excise tax.**

### Approximate Annual Usage

Items listed on page 23 indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis**, delivered to various locations in Jefferson County, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

### Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

## General Specification

1. It is understood and agreed that independent laboratory tests and analysis may be required under the following conditions:
  - a. Independent laboratory test may be made from samples taken at destination. The County shall select the testing laboratory.
  - b. If the results of such test and analysis reveal the samples submitted meet the technical specifications below, Jefferson County will bear the cost of such test and analysis.
  - c. If the results of such test and analysis reveal the samples submitted do not meet the technical specifications below, the cost of such tests and analysis shall be for the successful bidder's account, and the successful bidder shall make satisfactory adjustment for all product delivered which does not comply with the County's technical specifications.
  - d. The results of the foregoing tests and analysis shall be furnished to the successful bidder and to Jefferson County.
2. The Contractor shall make adjustment and allowance in gallonage of gasoline to compensate for change in temperature of gasoline, i.e., Contractor must show temperature of gasoline at loading point at the time the gasoline was unloaded onto the transport and must show the correction and adjustment made in gallonage delivered to the County using 60 degrees F as normal temperature reading. **Such corrections and adjustment will be shown on 5,000 gallons or more on invoice billing to the County.**
3. The successful bidder shall exercise extreme care at all time during delivery to ensure all safety precautions are met.
4. The official reference for prices for fuel delivered under this specification shall be **the Oil Price Information Service (OPIS) PADD 3 REPORT**, published weekly by United Communications Group, 4550 Montgomery Avenue, Suite 700, N. Bethesda, MD 20814. This publication lists weekly and daily average prices, in cents per gallon, F.O.B. Beaumont, TX, excluding taxes, for the three grades of motor fuel listed in the Technical Specification below.
5. **Prices bid shall be expressed as equal to or a differential of, in cents per gallon, either more or less, the OPIS PADD 3 report daily average prices published for Beaumont, TX. RACK PRICES ARE NOT ACCEPTABLE.**
6. Deliveries will not be made unless a purchase order has been issued by the Jefferson County Purchasing Department. The weekly prices for these orders shall be on the following basis:
  - a. OPIS averages are published daily.
  - b. The reports are normally available the following business day.
  - c. The prior days report will be the reference for prices for all purchases made.

7. Prices quotes shall be for tankwagon loads delivered to the following County locations:

Item	Delivery Locations	Tank Capacity (gallons)
1	Jefferson County Correctional Facility (Diesel/Below Ground) 5030 Highway 69 South, Beaumont TX 77705	2,500
2	Jefferson County Correctional Facility (Unleaded Gasoline/Below Ground) 5030 Highway 69 South, Beaumont TX 77705	6,000
3	Jack Brooks Regional Airport (Diesel/Above Ground) 5000 Jerry Ware Drive, Beaumont TX 77705	1,000
4	Road & Bridge, Precinct 1 (Diesel/Above Ground) 1290 Highway 90, Beaumont TX 77713	2,000
5	Road & Bridge, Precinct 1 (Unleaded Gasoline/Above Ground) 1290 Highway 90, Beaumont TX 77713	2,000
6	Road & Bridge, Precinct 2 (Diesel/Above Ground) 7759 Viterbo Road, Beaumont TX 77705	2,000
7	Road & Bridge, Precinct 2 (Unleaded Gasoline/Above Ground) 7759 Viterbo Road, Beaumont TX 77705	2,000
8	Road & Bridge, Precinct 3 (Diesel/Above Ground) Highway 124 Stockpile, Hamshire TX 77622	1,000
9	Road & Bridge, Precinct 3 (Diesel/Above Ground) 5700 Jade Avenue, Port Arthur TX 77640	5,000
10	Road & Bridge, Precinct 3 (Unleaded Gasoline/Above Ground) 5700 Jade Avenue, Port Arthur TX 77640	3,000
11	Road & Bridge, Precinct 4 (Diesel/Above Ground) 7780 Boyt Road, Beaumont TX 77713	2,000
12	Road & Bridge, Precinct 4 (Diesel/Above Ground) 7780 Boyt Road, Beaumont TX 77713	2,000
13	Sheriff's Department Marine Division (Unleaded Gasoline/Above Ground) Port of Beaumont, Beaumont TX 77701	1,000
14	Sheriff's Department Marine Division (Unleaded Gasoline/Above Ground) 5950 South 1st Avenue, Sabine Pass TX 77655	8,000
15	Jefferson County Subcourthouse (Unleaded Gasoline/Above Ground) 525 Lakeshore Drive, Port Arthur TX 77640	2,000

The County can furnish the successful bidder copies of the underground storage tank requirements for the applicable tanks.

Additional locations may be added during disasters/emergencies.

8. **Successful bidder shall make deliveries within 24 hours of order.** Transport delivery vehicles shall be equipped with meters capable of printing registrations on the invoice before and after delivery. The amount delivered shall be so recorded on each delivery ticket.

If delivery truck is not equipped with a meter, the driver shall notify a representative of Jefferson County at the delivery location upon arrival. The Jefferson County representative shall measure the level of fuel in the tank before and after the deliver is made, to ensure that



an accurate delivery amount is recorded. Both measurements, as well as the signatures of the driver and the Jefferson County representative, shall be recorded on the bill of lading or delivery ticket.

9. **Estimated consumption of tankwagon delivery product is as follows:**

Unleaded gasoline	176,255 gallons
No. 2 Diesel	118,820 gallons

**These figures are estimates only. No promise is made or implied that these quantities will be purchased.**

10. **Technical Specification**

Gasoline: Gasoline shall be petroleum motor fuels satisfactory for use in gasoline-powered internal combustion engines.

Grades of gasoline shall conform to the following formulas:

- Item 1. Unleaded Gasoline, Regular Grade  
Minimum Octane Rating  $R+M/2=87$
- Item 2. Unleaded Gasoline, Medium Grade  
Minimum Octane Rating  $R+M/2=89$
- Item 3. Unleaded Gasoline, Premium Grade  
Minimum Octane Rating  $R+M/2=93$
- Item 4. No. 2 Diesel Fuel

Diesel fuel shall be petroleum fuel for use in Diesel internal combustion engines. Fuel supplied under this specification shall meet minimum standards prescribed by the American Society of Testing and Materials for number 2-4 fuel (ASTM D-975) and shall meet or exceed the following minimum criteria:

API specific gravity	30 min
Flash point, PM	125 degrees F min
Viscosity CST @ 104 degrees F (40 degrees C)	1.9 – 3.4
Color, ASTM	2.0 max
Cloud point	0 – 16 degrees F
Sulfur, by percentage weight	0.5% max
Cetane index	40 minimum
Water & sediment, percentage by volume	0.05%
Distillation temperature	
10% point	470 degrees F max
50% point	540 degrees F max
90% point	640 degrees F max
End point	675 degrees F max
Copper strip corrosion 3 hrs. @ 122 degrees F	1 B max
Carbon residue	0.35 max

## Bidder Information Form

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

**Bid Name & Number:** Term Contract for Motor Fuel for Jefferson County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326, IFB 21-001/YS

**Bidder's Company/Business Name:** Tri-Con Inc.

**Bidder's TAX ID Number:** 74-1647339

**Contact Person:** Jody Spoonemore **Title:** Sales Representative

**Phone Number (with area code):** 409-835-2237 Ext 116

**Alternate Phone Number if available (with area code):** 409-782-9548

**Fax Number (with area code):** 409-835-1925

**Email Address:** jodyspoonemore@triconinc.org

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

7076 West Port Arthur road

Address  
Beaumont, TX. 77705

City, State, Zip Code

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

Tri-con Inc.  
\_\_\_\_\_  
Company Name

For clarification of this offer, contact:

P.O. box 20555  
\_\_\_\_\_  
Address

Jody Spoonemore  
\_\_\_\_\_  
Name

Beaumont TX. 77720  
\_\_\_\_\_  
City State Zip

409-835-2237 Ext. 116 409-835-1925  
\_\_\_\_\_  
Phone Fax

Jody Spoonemore  
\_\_\_\_\_  
Signature of Person Authorized to Sign

jodyspoonemore@triconinc.org  
\_\_\_\_\_  
E-mail

Jody Spoonemore  
\_\_\_\_\_  
Printed Name

Sales Representative  
\_\_\_\_\_  
Title

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

## **Acceptance of Offer**

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The Offer is hereby accepted for the following items: Motor Fuel for Jefferson County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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. 21-001/YS, Term Contract for Motor Fuel for Jefferson County. 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

**Note to bidders: Minimum order bids are not acceptable.**

Item	Description	Brand	+/- Factor	Unit Price
1	Unleaded Gasoline Regular Grade 87 Octane	Unbranded	+ .0749	\$
2	Unleaded Gasoline Medium Grade 89 Octane	Unbranded	+ .0749	\$
3	Unleaded Gasoline Premium Grade 93 Octane	Unbranded	+ .0749	\$
4	No. 2 Diesel	Unbranded	+ .0749	\$

\* Bidder will supply the quantity of the requested item required to meet the specifications.

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

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

## Vendor References

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

**THIS FORM MUST BE RETURNED WITH YOUR BID.**

### REFERENCE ONE

Government/Company Name: Hardin County

Address: 300 West Monroe St. Kountze TX.77625

Contact Person and Title: Misty Sims - Purchasing Agent

Phone: 409-246-5123 Fax: 409-246-3208

Email Address: misty.sims@co.hardin.tx.us Contract Period: 11-20 Thru 11-21

Scope of Work: Fuel contract

### REFERENCE TWO

Government/Company Name: City of Baytown

Address: 3200 North Main Baytown, TX 77521

Contact Person and Title: Carla Hommel - Purchasing Agent

Phone: 281-420-6524 Fax: \_\_\_\_\_

Email Address: carla.hommel@baytown.org Contract Period: current

Scope of Work: Lubricant contract

### REFERENCE THREE

Government/Company Name: Orange County

Address: 801 West Division Orange, TX. 77630

Contact Person and Title: Connie Casidy

Phone: 409-882-7902 Fax: \_\_\_\_\_

Email Address: ccassidy@co.orange.tx.us Contract Period: Current

Scope of Work: Fuel Contract

**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.

<p>_____ Jody Spoonemore Bidder (Entity Name)</p> <p>_____ P.O. box 20555 Street &amp; Mailing Address</p> <p>_____ Beaumont, TX. 77720 City, State &amp; Zip</p> <p>_____ 409-835-2237 Ext: 116 Telephone Number</p> <p>_____ jodyspoonemore@triconinc.org E-mail Address</p>	<p>_____ <i>Jody Spoonemore</i> Signature</p> <p>_____ Jody Spoonemore Print Name</p> <p>_____ 01-20-21 Date Signed</p> <p>_____ 409-835-2237 Fax Number</p>
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**Bidder Shall Return Completed Form with Offer.**

## Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; padding: 2px;">Date Received</div>
1	<b>Name of vendor who has a business relationship with local governmental entity.</b>  <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
2	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b>  <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
3	<b>Name of local government officer about whom the information in this section is being disclosed.</b>  <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">Name of Officer</div> <p>This section (Item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No         </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No         </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No         </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div>	
4	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px; text-align: center;"> <i>Jody Spoonemore</i> </div> <div style="font-size: small;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 35%; text-align: center;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">01-20-21</div> <div style="font-size: small;">Date</div> </div> </div>	

Adopted 8/7/2015

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



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

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

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

*This information must be submitted with your bid.*

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

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

### Did the Prime Contractor/Consultant . . .

- |                              |  |   |
|------------------------------|--|---|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?  |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?  |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 3. <b>Provide</b> HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?  |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?   |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>  |

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

jody spoonemore

Printed Name of Authorized Representative

*Jody Spoonemore*

Signature

Sales Representative

Title

01-20-21

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

☐ 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 &amp; 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

☐ 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

**PAGE 3 OF 4**

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☒ Other: Tri-con does not use any sub contractors for fuel deliveries

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): Jody spoonemore

Title: Sales Representative

Signature: Jody Spoonmore

Date: 01-20-21

E-mail address: jodyspoonemore@triconinc.org

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

Name (print or type): Kim Prejean

Title: A/R

Date: 01-20-21

E-mail address: kimprejean@triconinc.org

**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 Tri-Con 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.):	74-1647339
Company Name submitting bid/proposal:	Tri-con Inc.
Mailing address:	P.O. box 20555 Beaumont, TX 77220
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**
	Please see following page

\* 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.**



LOCATION	ACCOUNT #	CITY/COUNTY	ADDRESS
BULK PLANT	233220-000-058900-00000-5	JEFF CNTY	7076 W Port Arthur Road
BULK PLANT	700000-000-625001-00000-6	JEFF CNTY	7076 W Port Arthur Road
EM #4	300044-000-001100-00000-2	JEFF CNTY	11755 Hwy 105, Beaumont
EM #4	300044-000-001000-00000-4	JEFF CNTY	11755 Hwy 105, Beaumont
EM #4	300044-000-001105-00000-1	JEFF CNTY	11755 Hwy 105, Beaumont
EM #4	700000-000-197002-00000	JEFF CNTY	11755 Hwy 105, Beaumont
EM #6	071425-000-000100-00000-1	JEFF CNTY	3181 Saba Lane, Pt Neches
EM #6	700000-000-622386-00000	JEFF CNTY	3181 Saba Lane, Pt Neches
4455 WASHINGTON	036050-000-006100-00000-5	JEFF CNTY	4455 Washington, Beaumont
EM #10	036050-000-006000-00000-7	JEFF CNTY	2210 IH10 South, Beaumont
EM #10	700000-000-195763-00000-0	JEFF CNTY	2210 IH10 South, Beaumont
EM #10 Subway	700000-000-583091-00000-0	JEFF CNTY	2210 IH10 South, Beaumont
EM #11	300459-000-002500-00000-2	JEFF CNTY	4095 Dowlen Road, Beaumont
EM #11	700000-000-622383-00000	JEFF CNTY	4095 Dowlen Road, Beaumont
EM #15	032700-000-000700-00000-2	JEFF CNTY	5710 Hwy 105, Beaumont
EM #15	700000-000-622388-00000	JEFF CNTY	5710 Hwy 105, Beaumont
EM #18	049401-000-060800-00000-3	JEFF CNTY	2357 Hwy 69, Nederland
EM #18	700000-000-622392-00000-2	JEFF CNTY	2357 Hwy 69, Nederland
EM #19	049400-000-048831-00000-7	JEFF CNTY	2920 Jimmy Johnson Blvd, Pt Arthur
EM #19	049400-000-048805-00100-0	JEFF CNTY	2920 Jimmy Johnson Blvd, Pt Arthur
EM #19	700000-000-622393-00000-0	JEFF CNTY	2920 Jimmy Johnson Blvd, Pt Arthur
EM #20	021850-000-013400-00000-0	JEFF CNTY	3980 Eastex Freeway, Beaumont
EM #20	700000-000-622389-00000-8	JEFF CNTY	3980 Eastex Freeway, Beaumont
EM #23	067550-000-000100-00000-2	JEFF CNTY	910 S Major Drive, Beaumont
EM #23	700000-000-622396-00000-0	JEFF CNTY	910 S Major Drive, Beaumont
EM #25	039130-000-000100-00000	JEFF CNTY	3649 Gulfway Drive, Pt Arthur
EM #25	700000-000-622403-00000-0	JEFF CNTY	3649 Gulfway Drive, Pt Arthur
EM #26	049402-000-025600-00000	JEFF CNTY	5410 Parkway Street, Groves
EM #26	700000-000-622397-00000-0	JEFF CNTY	5410 Parkway Street, Groves
EM #27	002250-000-001100-00000	JEFF CNTY	3911 Pure Atlantic, Groves
EM #27	700000-000-622398-00000-0	JEFF CNTY	3911 Pure Atlantic, Groves
EM #28 (1655)	235222-000-004800-00000	JEFF CNTY	1755 E Cardinal Drive, Beaumont
EM #28 (1655)	700000-000-622402-00000-0	JEFF CNTY	1755 E Cardinal Drive, Beaumont
EM #29	233220-000-007400-00000	JEFF CNTY	1650 W Cardinal Drive, Beaumont
EM #29	700000-000-622399-00000-0	JEFF CNTY	1650 W Cardinal Drive, Beaumont
EM #30	231218-000-012600-00000	JEFF CNTY	255 Dowlen Road, Beaumont
EM #30	700000-000-622401-00000-0	JEFF CNTY	255 Dowlen Road, Beaumont
ROYAL STOP	300056-000-016200-00000	JEFF CNTY	8350 Gladys Street, Beaumont
ROYAL STOP	700000-000-622394-00000-8	JEFF CNTY	8350 Gladys Street, Beaumont
EASTEX/DELAWARE	021750-000-003800-00000	JEFF CNTY	2790 Eastex Frwy, Beaumont

## House Bill 89 Verification

I, Jody Spoonemore, the undersigned representative of (company or business name) Tri-Con Inc.

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

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

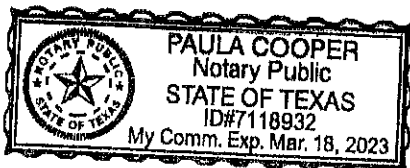
Jody Spoonemore  
Signature of Company Representative

02-03-2021  
Date

On this 3 day of February, 2021, personally appeared

Jody Spoonemore, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal



Paula Cooper  
Notary Signature

2/3/21  
Date

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

### **Senate Bill 252 Certification**

---

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
IFB/RFP/RFQ number

Certification check performed by:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

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

## Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any 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 Jody Spoonemore, who  
(name)  
after being by me duly sworn, did depose and say:

"I, Jody Spoonemore am a duly authorized officer of/agent  
(name)  
for Tri-Con, Inc. and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Tri-Con, 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."

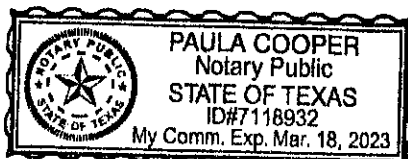
Name and address of bidder: Tri-Con Inc.

Fax: 409-835-1925 Telephone# 409-835-2237

by: Jody Spoonemore Title: Sales Representative  
(print name)

Signature: Jody Spoonemore

SUBSCRIBED AND SWORN to before me by the above-named  
Jody Spoonemore on  
this the 3<sup>rd</sup> day of February, 2021



Paula Cooper  
Notary Public in and for  
the State of Texas

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

TRIL-Gen Sale  
 P.O. Box 28555  
 Beaumont, TX 77728

Received 10:35am 2/19/2011  
 ic

Jefferson County Probation DEK  
 11449 State Street, 1st Floor  
 Beaumont, TX 77721  
 BA # TRS 21-2011/15



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

### LEGAL NOTICE

#### Advertisement for Invitation for Bids

January 19, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 21-003/YS, Term Contract for Limestone Rock Asphalt for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

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

**BID NAME:** Term Contract for Limestone Rock Asphalt for Jefferson County  
**BID NO:** IFB 21-003/YS  
**DUE DATE/TIME:** 11:00 AM CT, Wednesday, February 17, 2021  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

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

Jefferson County encourages Disadvantaged Business Enterprises to participate in the 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 – January 20, 2021 and January 27, 2021

**IFB 21-003/YS**  
**Term Contract for Limestone Rock Asphalt for Jefferson County**  
**Bids due: 11:00 AM CT, Wednesday, February 17, 2021**

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**Bid Submissions:**

**Bidder is responsible for submitting:**

- One (1) original bid copy and two (2) numbered bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

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



## Instructions to Bidders

### 1. Bid Submission

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

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

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

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.

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

**Bidder is responsible for submitting:**

- **One (1) Original Bid Copy and two (2) Numbered Bid Copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

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

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

### 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 judgment 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.

(IFB 21-003/YS), Term Contract for Limestone Rock Asphalt, Type I CC, for Jefferson County



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 – 2021:**

<b>January 18, 2021</b>	<b>Martin Luther King, Jr. Day</b>	<b>Monday</b>
<b>February 15, 2021</b>	<b>President's Day</b>	<b>Monday</b>
<b>April 2, 2021</b>	<b>Good Friday</b>	<b>Friday</b>
<b>May 31, 2021</b>	<b>Memorial Day</b>	<b>Monday</b>
<b>July 5, 2021</b>	<b>Independence Day</b>	<b>Monday</b>
<b>September 6, 2021</b>	<b>Labor Day</b>	<b>Monday</b>
<b>November 11, 2021</b>	<b>Veteran's Day</b>	<b>Thursday</b>
<b>November 25 &amp; 26, 2021</b>	<b>Thanksgiving</b>	<b>Thursday &amp; Friday</b>
<b>December 23 &amp; 24, 2021</b>	<b>Christmas</b>	<b>Thursday &amp; Friday</b>
<b>December 31, 2021</b>	<b>New Year's</b>	<b>Friday</b>

## **7. Rejection or Withdrawal**

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

## **8. Emergency/Declared Disaster Requirements**

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

## **9. Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

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

as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

#### **10. Contract**

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

#### **11. Waiver of Subrogation**

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

#### **12. Fiscal Funding**

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

#### **13. Bid Results**

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

#### **14. Changes and Addenda to Bid Documents**

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

#### **15. Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

**16. Delivery**

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

**17. Interpretation of Bid and/or Contract Documents**

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

**18. Currency**

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

**19. Pricing**

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

**20. Notice to Proceed/Purchase Order**

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

**21. Certification**

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

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

**22. Definitions**

"County" – Jefferson County, Texas.

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

**23. Minority-Women Business Enterprise Participation**

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

## General Conditions of Bidding and Terms of Contract

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

**1.13 Bid Award.** Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price.

Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

## **1.20 Confidential/Proprietary Information**

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

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

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

## **2. Performance**

**2.1 Design, Strength, and Quality.** Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of

specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

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

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

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

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

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

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

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

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

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

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

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

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

**2.14 Maintenance.** Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet

as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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

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

### **3. Purchase Orders and Payment**

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

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

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

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

### **4. Contract**

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

**4.2 Contract Agreement.** Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

**4.3 Change Order.** No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

**4.4 Price Re-determination.** A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in

writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

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

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

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

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

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

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

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

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

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



## Federal Emergency Management Agency (FEMA) MANDATED CONTRACT PROVISIONS

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### 1. REMEDIES

a. **Standard.** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

### 2. TERMINATION FOR CAUSE AND CONVENIENCE

a. **Standard.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. **Applicability.** This requirement applies to all FEMA grant and co-operative agreement programs.

### 3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

a. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

#### b. Key Definitions.

i. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

d. **Required Language.** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

**During the performance of this contract, the contractor agrees as follows:**

(IFB 21-003/YS), Term Contract for Limestone Rock Asphalt, Type I CC, for Jefferson County

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.

(5) The 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.

(6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it

participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. DAVIS-BACON ACT**

**a. Standard.** All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

**b. Applicability.** The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

**c. Requirements.** If applicable, the non-Federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti-Kickback Act provides that each contractor or subrecipient 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 non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

### **COMPLIANCE WITH THE DAVIS-BACON ACT:**

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R.pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

### **5. COPELAND ANTI-KICKBACK ACT**

a. **Standard.** Recipient and subrecipient contracts must include a provision for compliance 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").

b. **Applicability.** This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. **Requirements.** If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). Each contractor or subrecipient 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 non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

### **COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK ACT":**

a. **Contractor.** The 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 contract.

b. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts 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 prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

### **6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

a. **Standard.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the

work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

**b. Applicability.** This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: Compliance with the Contract Work Hours and Safety Standards Act.

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

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** Jefferson County 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 (b)(2) of this section.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

**a. Standard.** If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

**b. Applicability.** This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance (IFB 21-003/YS), Term Contract for Limestone Rock Asphalt, Type I CC, for Jefferson County

to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

**c. Funding Agreements Definition.** The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## **8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

**a. Standard.** If applicable, contracts must contain a provision that requires the contractor to agree to 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

**b. Applicability.** This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of \$150,000 under a federal grant.

### **CLEAN AIR ACT:**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Jefferson County and understands and agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **FEDERAL WATER POLLUTION CONTROL ACT:**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Jefferson County agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **9. DEBARMENT AND SUSPENSION**

**a. Standard.** Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

**b. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

**c. Requirements.**

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

#### **SUSPENSION AND DEBARMENT:**

(1) This contract 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's 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 the County. 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 the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

#### **10. BYRD ANTI-LOBBYING AMENDMENT**

**a. Standard.** 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described (IFB 21-003/YS), Term Contract for Limestone Rock Asphalt, Type I CC, for Jefferson County

in 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 Federal awarding agency.

**b. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

**c. Required Certification.**

If applicable, contractors must sign and submit to the non-Federal entity the **"Certification Regarding Lobbying" Form** included within these bid specifications.

## **11. PROCUREMENT OF RECOVERED MATERIALS**

**a. Standard.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

**b. Applicability.** This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

**c. Requirements.** The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website:

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, FEMA recommends the following:

### **1. ACCESS TO RECORDS**

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**a. Standard.** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by

DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

## **ACCESS TO RECORDS:**

**The following access to records requirements apply to this contract:**

(1) The Contractor agrees to provide the local/state/federal entity providing funding for this project, 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 contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The 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) The Contractor agrees to provide the FEMA Administrator or their representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## **2. CHANGES**

**a. Standard.** To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

**b. Applicability.** FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

## **3. DHS SEAL, LOGO, AND FLAGS**

**a. Standard.** Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

**b. Applicability.** FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

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

**a. Standard.** The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

**b. Applicability.** FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

**c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.** The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## **5. NO OBLIGATION BY FEDERAL GOVERNMENT**

**a. Standard.** FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

**b. Applicability.** FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."**

## **6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

**a. Standard.** Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

**b. Applicability.** FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

**"The 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 and two (2) Numbered Bid Copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

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

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID."

The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

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

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

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

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

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

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

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

**FORM 1295 Exemptions:** What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an Interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

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### 3. **Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED**

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

**1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.**

*Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.*

**2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.**

**FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:** [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### 4. **Multiple Vendor Award**

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

### 5. **Delivery**

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

### 6. **Payment**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

**Invoices shall be submitted to:** Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7<sup>th</sup> floor, Beaumont, TX 77701.

### 7. **Usage Reports**

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

### 8. **Insurance**

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

**Minimum Insurance Requirements:**

**Public Liability, including Products & Completed Operations**      \$1,000,000

**Excess Liability**      \$1,000,000

**Property Insurance (policy below that is applicable to this project):**

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section Below)

**9. Workers' Compensation Insurance**

**9.1 Definitions:**

**9.1.1 Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

**9.1.2 Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

**9.1.3 Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

**9.2** The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

**9.3** The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

**9.4** If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

**9.5** The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

**9.5.1** A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

**9.5.2** No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## Minimum Specifications

The following requirements and specifications **supersede** General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 21-003/YS.

### Scope

It is the intent of the following minimum specifications to describe limestone rock asphalt premix Type I CC for Jefferson County to establish an annual fixed price contract for the purchase of these items on an "as-needed" basis. Brand names, where used are for descriptive purposes. Bidder shall assume specifications to read "or approved equal or better." Alternate bid brands shall be named in the submitted bid. Jefferson County retains sole discretion in determining whether item(s) will be considered "equal" or "better". Minimum order bids are not acceptable. The description and materials are listed below per TxDOT standards effective May 2019.

## Limestone Rock Asphalt

**Effective Date: May 2019**

### 1. DESCRIPTION

This specification governs the production, quality control, and quality assurance of native limestone rock asphalt (LRA) aggregate used for surface treatments, and of cold mixed material consisting of native LRA aggregate, fluxing material, water, and when specified, additives and virgin aggregates.

### 2. MATERIALS

2.1. **LRA Aggregates for Surface Treatments.** Provide LRA aggregates for surface treatments of the type, grade, and surface aggregate classification (SAC) shown on the plans or purchase order in accordance with the material requirements of Item 302, "Aggregates for Surface Treatments."

2.2. **Type I LRA and Type II LRA Mixtures.** Type I LRA mixture consists entirely of native LRA aggregate, flux material, water, and additives. Type II LRA mixture consists of a blend of native LRA aggregate, virgin aggregates, fluxing material, additives, and water.

Provide LRA mixtures of the type, grade, and SAC shown on the plans or purchase order and in accordance with the following requirements.

2.3. **Aggregate.** Furnish aggregates from sources that conform to the requirements shown in Table 1A or Table 1B and as specified in this Section, unless otherwise shown on the plans. Provide aggregate stockpiles that meet the definition in this Section for either a coarse aggregate or fine aggregate. Supply mechanically crushed gravel or stone aggregates that meet the definitions in Tex-100-E. Materials and Tests Division (MTD) will designate the plant or the quarry as the sampling location. Samples must be from materials produced for the project. The Engineer will establish the SAC and MTD will perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1A or Table 1B and document all test results. MTD may run tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately.

2.3.1. **Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No. 10 sieve. Provide aggregates from sources listed in the Department's

(IFB 21-003/YS), Term Contract for Limestone Rock Asphalt, Type I CC, for Jefferson County

Bituminous Rated Source Quality Catalog (BRSQC). Provide non-listed sources only when tested by MTD and approved before use. Allow 30 calendar days for MTD to sample, test, and report results for non-listed sources.

Provide coarse aggregate with a minimum SAC as shown on the plans. SAC requirements apply only to aggregates used on the surface of travel lanes, unless otherwise shown on the plans. The SAC for sources on the Department's Aggregate Quality Monitoring Program (AQMP) is listed in the BRSQC.

When a Type II LRA mixture is specified, Class B aggregate may be blended with Class A aggregate to meet requirements for Class A materials. When blending Class A and B aggregates to meet a Class A requirement, ensure that at least 50% by weight or volume of the material retained on the No. 4 sieve comes from the Class A aggregate source. Blend virgin aggregate with native LRA aggregate in the percentages shown in Table 4. When blending, do not use Class C aggregates.

- 2.3.2. **LRA Aggregate.** Native LRA aggregate consists of limestone impregnated with naturally occurring asphalt. LRA aggregates that contain less than 1% of naturally occurring asphalt are defined as white rock. Each aggregate source proposed for use will be sampled and tested to determine compliance with Table 1A or Table 1B requirements before the addition of fluxing material, additives, and water.
- 2.3.3. **Virgin Aggregate.** Provide virgin aggregates that meet the requirements of Table 1A or Table 1B. Each aggregate source proposed for use will be sampled and tested to determine compliance with Table 1A or Table 1B requirements before the addition of fluxing material, additives, and water.
- 2.3.4. **Fine Aggregate.** Fine aggregate stockpiles must have no more than 30% material retained on the No. 10 sieve. Supply fine aggregates that are free from organic impurities. MTD may test the fine aggregate in accordance with Tex-408-A to verify that the material is free from organic impurities. Use only fine aggregates generated by the production and handling of LRA or the virgin coarse aggregate. Use LRA fine aggregate that has a naturally impregnated bitumen content of 5.0 to 8.5% when tested in accordance with Tex-236-F.

If 10% or more of the stockpile is retained on the No. 4 sieve, test the stockpile and verify that it meets the requirements in Table 1B for Coarse Aggregate Angularity (Tex-460-A) and Flat and Elongated Particles (Tex-280-F).

Table 1A  
Aggregate Quality Requirements for LRA Used in Surface Treatments (Item 302)

Property	Test Method	Native LRA Aggregate Requirement
SAC	AQMP	As shown on the plans
Deleterious material <sup>1</sup> , %, Max	Tex-217-F, Part I	2.0 <sup>1</sup>
Decantation, %, Max	Tex-406-A	1.5
Flakiness index, Max	Tex-224-F	17 <sup>2</sup>
Los Angeles abrasion, %, Max	Tex-410-A	40 <sup>2</sup>
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	25
Micro-Deval abrasion <sup>3</sup> , %, Max	Tex-461-A	Note 3
Naturally impregnated bitumen content, total combined gradation, % by weight	Tex-236-F	4.0–7.0
White rock count <sup>4</sup> , % by weight	Tex-220-F	15–35



1. Deleterious material includes iron pyrites.
2. Unless otherwise shown on the plans.
3. Not used for acceptance purposes. Used by MTD as an indicator of the need for further investigation.
4. White rock count applies to aggregate retained on the #4 sieve.

**Table 1B**  
**Aggregate Quality Requirements for LRA Used in Mixtures (Item 330)**

Property	Test Method	Requirement	
		Native LRA Aggregate	Virgin Aggregate
Coarse Aggregate			
SAC	AQMP	As shown on the plans	A
Deleterious material, %, Max	Tex-217-F, Part I	1.5	1.5
Decantation, %, Max	Tex-406-A	N/A	1.5
Micro-Deval abrasion, %, Max	Tex-461-A	Note 1	Note 1
Los Angeles abrasion, %, Max	Tex-410-A	40 <sup>2</sup>	25
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	30	25
Coarse aggregate angularity, 2 crushed faces, %, Min	Tex-460-A, Part I	N/A	85 <sup>3</sup>
Flat and elongated particles @ 5:1, %, Max	Tex-280-F	N/A	10
Combined Aggregate <sup>4</sup>			
Naturally impregnated bitumen content, total combined gradation, % by weight	Tex-236-F	5.0–8.5	N/A

1. Not used for acceptance purposes. Used by MTD as an indicator of the need for further investigation.
2. Unless otherwise shown on the plans.
3. Unless otherwise shown on the plans. Only applies to crushed gravel.
4. Aggregates, without added mineral filler or additives, combined as used in the job mix formula (JMF).

- 2.4. **Fluxing Material.** Provide fluxing material, composed of flux oil (a blend of asphalt and oil) or a blend of flux oil and aromatic oil, meeting the requirements of Table 2. When required by MTD, provide a test report showing that the fluxing material meets the requirements of Table 2. Use fluxing material in the paving mixture to provide materials that remain workable in a stockpile for at least 6 mo.

**Table 2**  
**Fluxing Material Properties**

Property	Material	Flux Oil		Aromatic Oil	
	AASHTO or ASTM Test Procedure	Min	Max	Min	Max
Kinematic viscosity, 140°F, cSt	T 201	60	200	—	150
Loss on heating, % by weight	D 6/6M	—	10	—	12
Water, %	D 95	—	0.2	—	0.2
Flash point, C.O.C., °F	T 48	200	—	135	—

- 2.5. **Water.** Provide water that meets the requirements of Item 204, "Sprinkling."

- 2.6. **Additives.** When shown on the plans, use the type and rate of additive specified. Other additives may be used, when necessary, to meet the requirements of this Specification. Approved additives must be listed in the Quality Control Plan (QCP) as specified in Section 4.3 of this Specification.

Other additives, if used, may not adversely affect the LRA material's stockpile life, unless otherwise directed. If other additives are used, produce a demonstration stockpile of at least 100 tons of LRA material at the LRA production sight and allow to sit for at least 6 mo.

to demonstrate that the additive has not adversely affected stockpile life, unless otherwise directed.

If lime is specified or selected for use as an antistripping agent, add only to the virgin aggregate in accordance with Item 301, "Asphalt Antistripping Agents." If a liquid antistripping agent is used, add in accordance with Item 301. Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream, unless the plant has a baghouse or dust collection system that re-introduces the lime back into the drum.

- 2.7. **Precoating.** When shown on the plans, precoat aggregate uniformly and adequately with asphalt material to the satisfaction of the Engineer. When shown on the plans, specific aggregates may be prohibited from being precoat. Do not precoat LRA aggregate that contains visual surface moisture or excessive quantities of fines. Meet the requirements of Tables 2 and 3 before precoat. Furnish precoat aggregate that spreads uniformly using approved mechanical spreading equipment.

The Engineer will reject precoat aggregate that contains more than 0.5% passing the No. 40 sieve as determined by Tex-200-F, Part I.

- 2.7.1. **Asphalt Material.** Precoat the aggregates with asphalt material that meets the requirements of Item 300, "Asphalts, Oils, and Emulsions." Precoat the LRA with flux oil meeting the requirements of Item 330, "Limestone Rock Asphalt Pavement." Unless a specific precoat material is specified on the plans, use any asphalt material that meets the requirements of Item 300.

### 3. **EQUIPMENT**

- 3.1. **Field Office and Inspection Laboratory.** Field office and inspection laboratory furnishings and equipment will be subject to approval. As directed, maintain, repair, or replace the building and equipment immediately, if either the building or equipment becomes inadequate for its intended use. Provide a field office and inspection laboratory with the following:

- ▲ controlled access with security measures controlled by MTD,
- ▲ unrestricted internet access,
- ▲ ceilings at least 8 ft. high,
- ▲ square footage as approved by MTD,
- ▲ adequate heating, ventilation, and air conditioning system,
- ▲ adequate electrical outlets,
- ▲ a sink with hot and cold running water,
- ▲ windows,
- ▲ impervious floor covering,
- ▲ enough ventilation for testing equipment, and
- ▲ restroom facilities that include:
  - a flush toilet,
  - a sink with hot and cold running water,
  - a sewer or septic tank with connections, and
  - adequate restroom supplies.

- 3.2. **Mixing Equipment.** Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement." Use either weigh-batch or continuous mixing plants to produce pre-coated LRA aggregates, Type I LRA mixture, or Type II LRA mixture.

The following requirements are modifications or additions to those in Item 320.

3.2.1. ***Weigh-Batch Plants.***

- 3.2.1.1. **Screening and Proportioning.** Provide a enough number of bins and screens to adequately proportion the materials.
- 3.2.1.2. **Fluxing Material Measuring System.** Provide a fluxing material measuring device in the fluxing material line leading to the mixer to accurately determine the accumulated amount of fluxing material. Make permanent provisions for checking the accuracy of the meter output. Provide scales to hold and weigh flux for one batch.
- 3.2.1.3. **Other Liquid Additive Measuring System (Except Liquid Antistripping Agents).** Provide a liquid additive metering device leading to the mixer to accurately determine the accumulated amount of liquid additive.
- 3.2.1.4. **Mixer.** Equip the mixer with a spray bar that will distribute the fluxing material quickly and uniformly throughout the mixer.

3.2.2. ***Continuous Mixing Plants.***

- 3.2.2.1. **Screening and Proportioning.** Provide enough number of bins and screens to adequately proportion the materials. These requirements also apply to stockpiled material proposed for direct use by a continuous mixing plant without the use of plant bins.
- 3.2.2.2. **Fluxing Material Measurement System.** Place a fluxing material measuring device in the fluxing material line leading to the mixer to accurately determine the accumulated amount of fluxing material. Make permanent provisions for checking the accuracy of the meter output.
- 3.2.2.3. **Other Liquid Additive Measuring System (Except Liquid Antistripping Agents).** Provide a liquid additive metering device leading to the mixer to accurately determine the accumulated amount of liquid additive.
- 3.2.2.4. **Mixer.** Provide a continuous type mixer large enough to produce not less than 40 tons of mixture per hr. Equip the mixer with a spray bar that will distribute the fluxing material quickly and uniformly throughout the mixer.

**4. CONSTRUCTION**

- 4.1. **Certification.** Provide a Level IA certified specialist by the Department-approved hot-mix asphalt certification program at the plant during production operations to conduct all sampling and testing.
- 4.2. **Reporting.** Use Department-provided software to record and calculate all test data.
- 4.2.1. **Production Testing.** MTD and the Producer will provide test results to the other party within two working days of performing all required testing. MTD and the Producer will immediately report to the other party any test result that requires production to be suspended or that fails to meet the specification requirements of Item 302 or Item 330. Use the approved communication method (e.g., email, paper copy) to submit test results to MTD. MTD may suspend production if test results are not received within two working days of performing all required testing. The Producer may, at its own risk, ship material before completing and reporting all required testing and information to MTD. Notify MTD each time this occurs and immediately provide shipment information specified in Section 4.2.2. Replace material that does not meet the requirements listed in Tables 1b, 2, 3, 4, 5, and 6, shipped at own risk.

Use the procedures described in Tex-233-F to plot the results of all quality control and quality assurance testing. Update the control charts as soon as test results become available. Make the control charts readily accessible at the field laboratory. MTD may suspend production for failure to update control charts.

- 4.2.2. **Shipment Information.** Use Department-provided software to report shipment information to include the following:

- ▲ shipment date,
- ▲ Control-Section-Job (CSJ) number,
- ▲ project number,
- ▲ requisition or purchase order and item numbers,
- ▲ maintenance contract numbers,
- ▲ district,
- ▲ county,
- ▲ highway,
- ▲ contractor,
- ▲ delivery destination,
- ▲ material type,
- ▲ material quantity, and
- ▲ railcar numbers, if shipped by rail.

The Producer will provide this information within one working day of shipment. Perform the quality control of LRA according to the production testing frequency established in this Specification. The Department will perform quality assurance. MTD may suspend production for failure to report shipment information.

- 4.3. **Quality Control Plan (QCP).** Develop a QCP and submit a written QCP to MTD for approval before the beginning of production. Follow the QCP in detail. Obtain approval from MTD for changes to the QCP made during production. MTD may suspend operations if the Contractor fails to provide or comply with the QCP.

Include the following items in the QCP for LRA surface treatment aggregate and LRA mixtures as appropriate.

- 4.3.1. **Project Personnel.** For project personnel, include:

- ▲ a list of individuals responsible for quality control with authority to take corrective action and
- ▲ contact information for each individual listed.

- 4.3.2. **Material Delivery and Storage.** For material delivery and storage, include:

- ▲ the sequence of material processing, delivery, and minimum quantities to assure continuous plant operations;
- ▲ aggregate stockpiling procedures to avoid contamination and segregation;
- ▲ frequency, type, and timing of LRA and aggregate stockpile testing to assure conformance of material requirements before mixture production;
- ▲ flux oil for use in the LRA mixture;
- ▲ aromatic oil for use in the LRA mixture; and
- ▲ additive for use in the LRA mixture.

- 4.3.3. **Production.** For production, include:

- ▲ loader operation procedures to avoid contamination in cold bins;
- ▲ the number of bins and the aggregate size to be placed in each bin for each type

of LRA mixture produced;

- ▲ procedures for calibrating and controlling cold feeds;
- ▲ procedures to eliminate debris and oversized material;
- ▲ procedures for adding and verifying rates of each applicable mixture component (i.e., LRA, white rock, aggregates, flux oil, additives) to minimize the formation of flux balls;
- ▲ procedures for LRA mixture testing to assure conformance of material requirements during production;
- ▲ procedures for reporting job control test results; and
- ▲ procedures to avoid segregation in the silo.

#### 4.4. **Mixture Design.**

- 4.4.1. **Mixture Properties.** Provide completed LRA mixtures meeting the requirements of Tables 3, 4, and 5 for the Type, Grade, and SAC shown on the plans or purchase order.

**Table 3**  
**Master Grading per Tex-200-F, Part I, % Cumulative Retained by Weight**

Sieve Size	Type I						Type II			
	Grade						Grade			
	AA Coarse Base	A Medium Base	B Fine Base	C Coarse Surface	CC Medium Surface	D Fine Surface	BS Surface	CS Medium Surface	DS Fine Surface	FS Thin Surface
1-1/2"	0	—	—	—	—	—	—	—	—	—
1-1/4"	0-10	—	—	—	—	—	—	—	—	—
1"	—	0	—	—	—	—	—	—	—	—
7/8"	15-30	0-10	—	—	—	—	—	—	—	—
3/4"	—	—	—	—	—	—	0	—	—	—
5/8"	—	5-15	0	—	—	—	0-2	0	—	—
1/2"	—	—	0-2	0	0	—	0-10	0-2	0	—
3/8"	25-45	25-35	5-15	0-2	0-2	0	10-25	0-10	0-2	0
1/4"	—	—	—	—	—	0-5	—	—	—	—
#4	45-60	50-60	45-60	35-50	35-50	10-25	40-55	35-55	10-25	0-15
#10	60-75	65-75	60-75	65-80	50-65	50-65	60-75	60-75	50-65	35-60

**Table 4**  
**Mixture Components % by Weight**

Mixture Component							Type II		Type II	
							Grade		Grade	
	AA Coarse Base	A Medium Base	B Fine Base	C Coarse Surface	CC Medium Surface	D Fine Surface	BS Surface	CS Medium Surface	DS Fine Surface	FS Thin Surface
White rock <sup>1</sup>	N/A	15-35	15-35	15-35	15-35	15-35	15-35	15-35	15-35	N/A
LRA	96-98	96-98	96-98	96-98	96-98	96-98	72-80.5	72-80.5	72-80.5	36.5-63.5
Virgin aggregate	N/A	N/A	N/A	N/A	N/A	N/A	18-25	18-25	18-25	35-60
Flux Material	1.0-4.0	1.0-4.0	1.0-4.0	1.0-4.0	1.0-4.0	1.0-4.0	1.0-3.0	1.0-3.0	1.0-3.0	1.0-3.5

1. White rock values are given as a percentage of total LRA aggregate.

- 4.4.2. **Job-Mix Formula for LRA Mixtures.** Provide a job-mix formula (JMF) design report for a paving mixture that meets the requirements of Tables 3, 4, and 5. Identify in the report the combined aggregate gradation, the percentage of each material component used in the mixture, and results of all applicable tests. Obtain approval of the JMF before starting production. With approval, the JMF target values may be adjusted as needed within the percentage point tolerances of Table 6 without a laboratory redesign of the mixture. If the adjustments exceed the tolerances shown in Table 6, MTD may require a new mixture

design. Adjustments must not exceed the master gradation for the type of mixture specified on the plans.

**Table 5 Mixture Properties**

Property	Test Method	Requirement
Hveem stability, Min	Tex-208-F	35 <sup>1</sup>
Laboratory-molded density, %	Tex-207-F	90.0 ± 2.0
Theoretical maximum specific gravity of bituminous mixtures	Tex-227-F	N/A
Bitumen content, % by weight	Tex-236-F	6.5–11.0
Water and light hydrocarbon volatiles, %, Max	Tex-212-F, Part II	6.0
Boil test, %	Tex-530-C	10 <sup>2</sup>
Cantabro loss, %, Max	Tex-245-F	15.0

1. Cease operations if two consecutive tests fail. MTD may waive this requirement if other information indicates that the next material to be produced will meet the minimum value specified.
2. May be increased or waived when directed by MTD.

**Table 6  
Deviations from Current JMF Target Values**

Material	Test Method	Tolerance
Individual % retained for #10 sieves and larger	Tex-200-F, Part I	±5.0
Individual % retained for sieves smaller than #10 and larger than #200		±3.0
% passing the #200 sieve		±2.0
Fluxing material, %	Determined from quantity used	±0.2

- 4.5. **Weather Conditions.** Produce LRA mixture for Item 330 when the air temperature is 40°F or higher, unless otherwise approved. Precoat aggregate for Item 302 when the air temperature is 50°F and rising, unless otherwise approved.
- 4.6. **Production Operations.** All plant facilities and materials used are subject to inspection or testing by MTD at any time during production or use. Provide safe access for Department personnel to perform inspection and sampling. Quality control is solely the responsibility of the Producer, and the Department will not perform quality control for the Producer.
  - 4.6.1. **Stockpiling of LRA.** Provide a smooth and well-drained area, cleared of trash, weeds, and grass. Stockpile, handle, and load LRA in a manner that will minimize aggregate degradation and segregation. Avoid contamination and mixing of stockpiles. MTD may reject stockpiled materials that come in contact with the earth or other objectionable material.
- 4.7. **Production Acceptance.**
  - 4.7.1. **Production Sampling.** Obtain LRA samples at the plant in accordance with Tex-222-F. The sampler will split each sample into two equal portions in accordance with Tex-200-F and label these portions as "Producer" and "MTD." Deliver the samples to the appropriate party's laboratory. Discard unused samples after acceptance of MTD test results.
  - 4.7.2. **Production Testing.** The Producer and MTD must perform production tests in accordance with Tables 7 and 8. Perform production testing in accordance with Table 7 for LRA used for surface treatments. Perform production testing in accordance with Table 8 for LRA mixtures. The

Producer has the option to verify MTD's test results on split samples provided by the Producer or MTD.

Unless otherwise directed, MTD will suspend production and cease shipping of materials if the Producer fails to comply with the production testing frequency listed in Tables 7 and 8. Immediately take corrective action if any test result fails to meet the material requirements of Item 302 and this Specification. MTD may suspend production, cease shipping of materials, and require removal of any material transported to a railcar if test results from any two consecutive tests of the same property listed in Tables 7 and 8 fail to meet the material requirements.

**Table 7**  
**Production Testing Frequency for LRA Used for Surface Treatments (Item 302)**

Description	Test Method	Minimum Producer Testing Frequency	Minimum MTD Testing Frequency <sup>1</sup>
Gradation Cumulative % retained	Tex-200-F, Part I	Combined aggregate sample <sup>2</sup>	
		1 per 300 tons	1 per 3,000 tons
		Precoated aggregate	
		1 per 1,200 tons	1 per 10,000 tons
Deleterious Material	Tex-217-F, Part I	1 per month, per aggregate (per grade)	1 per month, per aggregate (per grade)
Decantation	Tex-406-A	1 per month, per aggregate (per grade)	1 per month, per aggregate (per grade)
White rock count	Tex-220-F	1 per 600 tons, per aggregate (per grade)	1 per 6,000 tons, per aggregate (per grade)
Flakiness index	Tex-224-F	1 per month, per aggregate (per grade)	1 per month, per aggregate (per grade)
Naturally impregnated bitumen content, % by wt. for combined aggregate	Tex-236-F	1 per 600 tons	1 per 5,000 tons
Micro-Deval abrasion	Tex-461-A	1 per week, per aggregate (per grade)	1 per month
Unit weight	Tex-404-A	1 per 20,000	1 per 20,000

1. MTD may reduce or waive the sampling and testing requirements based on a satisfactory test history.
2. Combined aggregate sample may contain LRA, white rock, and/or virgin aggregate depending on the grade/type.

**Table 8**  
**Production Testing Frequency for LRA Used in Mixtures (Item 330)**

Description	Test Method	Minimum Producer Testing Frequency	Minimum MTD Testing Frequency <sup>1</sup>
Cumulative % retained (combined aggregate sample <sup>2</sup> )	Tex-200-F, Part I	1 per 300 tons	1 per 3,000 tons
Laboratory-molded density	Tex-207-F	1 per week, per mix type <sup>3</sup>	1 per week, per randomly selected mix type <sup>4</sup>
Hveem stability	Tex-208-F	1 per week, per mix type <sup>3, 5</sup>	1 per week, per randomly selected mix type <sup>4</sup>
Moisture content	Tex-212-F, Part II	1 per week, per mix type	1 per week, per selected mix type <sup>4</sup>
Deleterious material	Tex-217-F, Part I	1 per month, per aggregate (per grade)	1 per month, per aggregate (per grade)
Decantation	Tex-406-A	1 per month, per aggregate <sup>6</sup> (per grade)	1 per month, per aggregate <sup>6</sup> (per grade)
White rock count	Tex-220-F	1 per day, per mix type	1 per week, per mix type
Flakiness index	Tex-224-F	1 per month, per aggregate (per grade)	1 per month, per aggregate (per grade)
Theoretical maximum specific (Rice) gravity	Tex-227-F	1 per week, per mix type <sup>3</sup>	1 per week, per randomly selected mix type <sup>4</sup>

Description	Test Method	Minimum Producer Testing Frequency	Minimum MTD Testing Frequency <sup>1</sup>
Naturally impregnated bitumen content, % by weight for LRA material passing the #10 sieve	Tex-236-F	1 per day	1 per week
Naturally impregnated bitumen content, % by weight for LRA combined aggregate	Tex-236-F	1 per 600 tons	1 per 5,000 tons
Micro-Deval abrasion	Tex-461-A	1 per week, per mix type <sup>3</sup>	1 per month
Unit weight	Tex-404-A	1 per 20,000	1 per 20,000
Kinematic viscosity, 1,400°F, cSt	AASHTO T 201	1 per month	1 per month
Heat loss test	ASTM D 6/6M	1 per month	1 per month

1. MTD may reduce or waive the sampling and testing requirements based on a satisfactory test history.
2. Combined aggregate sample may contain LRA, white rock, and/or virgin aggregate depending on the mixture type.
3. Minimum production of 100 tons required before performing test.
4. Mix type randomly selected by MTD at the plant.
5. Deliver molds used to determine laboratory-molded density to MTD for Hveem Stability testing.
6. Decantation is performed on virgin aggregate only that is added to LRA mixtures.



## Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

**Bid Number & Name:** IFB 21-003/YS, Term Contract for Limestone Rock Asphalt, Type I CC, for Jefferson County

**Bidder's Company/Business Name:** Vukun Construction Materials, LLC

**Bidder's TAX ID Number:** 63-1211833

**Contact Person:** Julia Farrar **Title:** Sales Analyst

**Phone Number (with area code):** 210-965-0419

**Alternate Phone Number if available (with area code):** 210-524-3526

**Fax Number (with area code):** 210-524-3555

**Email Address:** Farrarj@vncmail.com

**Mailing Address (Please provide a physical address for bid bond return, if applicable):**

P.O. Box 791550  
Address  
San Antonio, TX 78279  
City, State, Zip Code

**Bidder: Complete & Return this Form with Offer.**

## OFFER AND ACCEPTANCE FORM

### OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Vulcan Construction Materials, LLC

For clarification of this offer, contact:

Company Name

P.O. Box 791550

Address

Julia Farrar

Name

San Antonio TX 78279

City

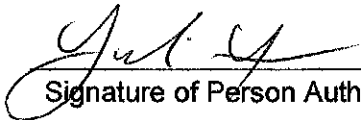
State

Zip

210-965-0419 / 210-524-3555

Phone

Fax



Signature of Person Authorized to Sign

farrarj@vmmmail.com

E-mail

Julia Farrar

Printed Name

Sales Analyst

Title

**Bidder: Complete & Return this Form with Offer.**

## ACCEPTANCE OF OFFER

---

The Offer is hereby accepted for the following items: Term Contract for Limestone Rock Asphalt for Jefferson County

Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 21-003/YS, Term Contract for Limestone Rock Asphalt for Jefferson County. 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: Complete & Return this Form with Offer.**

---

## Bid Form

**Minimum order bids are not acceptable.**

Item	Description	Price per Ton F.O.B. Delivered Various Locations in Jefferson County
1	<b>PICK UP</b> Limestone Rock Asphalt premix, Type I CC	\$ <u>39</u> per ton pick up
2a	<b>TRUCK DELIVERY – Rosedale</b> , Limestone Rock Asphalt premix, Type I CC	\$ <u>99.45</u> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2b	<b>TRUCK DELIVERY – LaBelle</b> , Limestone Rock Asphalt premix, Type I CC	\$ <u>97.59</u> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2c	<b>TRUCK DELIVERY – Hamshire</b> , Limestone Rock Asphalt premix, Type I CC	\$ <u>99.30</u> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2d	<b>TRUCK DELIVERY – Hebert</b> , Limestone Rock Asphalt premix, Type I CC	\$ <u>98.99</u> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2e	<b>TRUCK DELIVERY – China Road</b> , Limestone Rock Asphalt premix, Type I CC	\$ <u>97.90</u> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2f	<b>TRUCK DELIVERY – Viterbo Road</b> , Limestone Rock Asphalt premix, Type I CC	\$ <u>99.45</u> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2g	<b>TRUCK DELIVERY – Boyt Road</b> , Limestone Rock Asphalt premix, Type I CC	\$ <u>98.21</u> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**Bidder: Complete & Return this Form with Offer.**

## Vendor References Form

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 Groves  
 Address: P.O. Box 846, Groves, TX 77619  
 Contact Person and Title: Joey BreauX  
 Phone: 409-962-4471 Fax: —  
 Email Address: — Contract Period: 2016 - 2021  
 Scope of Work: City base projects

### REFERENCE TWO

Government/Company Name: City of Orange  
 Address: 803 W Green, Orange, TX 77630  
 Contact Person and Title: Timmy Campbell  
 Phone: 409-988-7335 Fax: —  
 Email Address: tcampbell@orange.tx.org Contract Period: 2021  
 Scope of Work: maintenance yard supply

### REFERENCE THREE

Government/Company Name: City of Nederland  
 Address: P.O. Box 967, Nederland, TX 77627  
 Contact Person and Title: Larry Graves  
 Phone: 409-723-1505 Fax: —  
 Email Address: — Contract Period: 2017 - 2021  
 Scope of Work: City Base Projects

**Bidder: Complete & Return this 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.

<u>Vulcan Construction Materials, LLC</u> Bidder (Entity Name)	 Signature
<u>P.O. Box 791550</u> Street & Mailing Address	<u>Julia Farrar</u> Print Name
<u>San Antonio, TX 78279</u> City, State & Zip	<u>2-12-2021</u> Date Signed
<u>210-524-3526</u> Telephone Number	<u>210-524-3555</u> Fax Number
<u>Farrarj@vmmail.com</u> E-mail Address	

**Bidder: Complete & Return this Form with Offer.**

## Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center;"><b>OFFICE USE ONLY</b></div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"> <div style="position: absolute; top: 5px; right: 5px; font-size: small;">Date Received</div> </div>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;"><u>Julia Farrar / Vulcan Construction Materials, LLC</u></p>		
<p><b>2</b> <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; font-size: 1.5em;"><u>NIA</u></p> <p style="text-align: center; font-size: small;">Name of Officer</p> <p>This section (Item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p style="font-size: 1.2em; text-align: center;"><u>Julia Farrar</u></p> <p style="font-size: small; text-align: center;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: 1.2em;"><u>2-12-21</u></p> <p style="font-size: small;">Date</p> </div> </div>		

Adopted 8/7/2015

**Bidder: Complete & Return this Form with Offer.**

**Local Government Officer  
Conflicts Disclosure Statement – OFFICE USE ONLY**

NOT APPLICABLE

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>  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	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
6	<p><b>AFFIDAVIT</b></p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right; margin-right: 100px;">_____ Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p style="margin-top: 20px;">             _____              Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath           </p>	

Adopted 9/7/2015

**Note: This Form is for Office Use Only.**



## Good Faith Effort (GFE) Determination Checklist

***This information must be submitted with your bid.***

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

**Instructions:** In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

### Did the Prime Contractor/Consultant . . .

- |                              |  |   |
|------------------------------|--|---|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?  |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?  |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 3. <b>Provide</b> HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?  |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?   |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b> <i>Self Performing Supplier</i>  |

**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.**

*Julia Farrar*

Printed Name of Authorized Representative

*[Signature]*

Signature

*Sales Analyst*

Title

*2-12-21*

Date

**Bidder: Complete & Return this 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 &amp; 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: \_\_\_\_\_

Julia Farrar

Printed Name of Contractor Representative

  
Signature of Representative

Signature of Representative

2-12-21

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: Complete & Return this Form with Offer.**

**Bidder: Complete & Return this Form with Offer.**

**Bidder: Complete & Return this Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 3 OF 4**

**PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS**

**Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.**

**Our firm was unable to meet the HUB goals for this project for the following reasons:**

- ☒ All subcontractors to be utilized are "Non-HUBs." (Complete Part III) *Self Performing*
- ☐ 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: Complete & Return this 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): Julia Farrar

Title: Sales Analyst

Signature: M. Y.

Date: 2-12-21

E-mail address: Farrar; @ymcmail.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Steffanie Merritt

Title: Credit Analyst

Date: 2-12-21

E-mail address: merritts@vmcmail.com

**Bidder: Complete & Return this 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 Vulcan Construction Materials, LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	63-1211833
Company Name submitting bid/proposal:	Vulcan Construction Materials, LLC
Mailing address:	P.O. Box 791550 San Antonio, TX 78279
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: Complete & Return this Form with Offer.**

## House Bill 89 Verification

I, Julia Farrar, the undersigned representative of (company or business name) Vulcan Construction Materials, LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

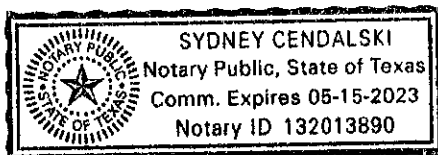
[Signature]  
Signature of Company Representative

2-12-21  
Date

On this 12 day of Feb., 2021, personally appeared

Julia Farrar, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal



Sydney Cendalski  
Notary Signature

5/15/23  
Date

**Bidder: Complete & Return this Form with Offer.**



**Senate Bill 252 Certification**

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Vulcan Construction Materials, LLC  
Company Name

IFB 21-003 /YS  
IFB/RFP/RFQ number

Certification check performed by:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

**Bidder: Complete & Return this Form with Offer.**

## **CERTIFICATION REGARDING LOBBYING**


### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

 _____ Signature of Contractor's Authorized Official	_____ Name and Title of Contractor's Authorized Official (Please Print)
_____ Date	_____ Date

**Bidder: Complete & Return this Form with Offer.**

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Red

### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application _____ b. initial award _____ c. post-award	<b>3. Report Type:</b> a. initial filing _____ b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Sub-awardee _____ Tier _____, if Known:  <b>Congressional District, if known:</b>		<b>5. If Reporting Entity in No. 4 is Sub-awardee,</b> Enter Name and Address of Prime:  <b>Congressional District, if known:</b>
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____
<b>Federal Use Only</b>		<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>

# 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 Bexar

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Julia Farrar, who  
(name)

after being by me duly sworn, did depose and say:

"I, Julia Farrar am a duly authorized officer of/agent  
(name)  
for Vulcan Construction Materials, LLC and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Vulcan Construction Materials, LLC.  
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

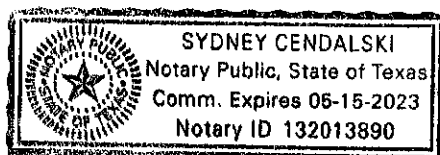
Name and address of bidder: Vulcan Construction Materials, LLC  
P.O. Box 791550 San Antonio TX 78279

Fax: 210-524-3555 Telephone# 210-965-0419  
by: Julia Farrar Title: Sales Analyst  
(print name)

Signature: Jul. Farrar

SUBSCRIBED AND SWORN to before me by the above-named  
Julia Farrar on

this the 12 day of Feb., 2021.



Sydney Cendalski  
Notary Public in and for  
the State of Texas

**Bidder Shall Return Completed Form with Offer.**



Deborah L. Clark  
Jefferson County Purchasing Department  
1149 Pearl Street, 1st Floor  
Beaumont, Texas 77701

Received 2/18/2021 @ 3:00 PM  
FL

# Envelope

SEALED BID  
IFB 21-003/YS - Limestone Rock Asphalt  
Due: 2/17/21 @11:00 AM  
Vulcan Construction Materials LLC  
PO Box 791550, San Antonio, TX 78279

ORIGIN ID: SAITA (210) 965-0419 JULIA FARRAR YU CAN MATERIALS COMPANY 10101 REUNION PLACE SUITE 5 SAN ANTONIO, TX 78216 UNITED STATES US		SHIP DATE: 12FEB21 ACTWGT: 5.00 LB CAD: 111391252/NET4340 BILL SENDER
TO <b>DEBORAH L. CLARK</b> <b>JEFFERSON COUNT PURCHASING DEPARTME</b> <b>1149 PEARL STREET 1ST FLOOR</b> <b>1ST FLOOR</b> <b>BEAUMONT TX 77701</b> (210) 524-3526 REF PO. DEPT.		
 		
TRK# 7729 0236 5538 0201	MON - 15 FEB 10:30A PRIORITY OVERNIGHT	77701 TX-US IAH
		
<b>XH BPTA</b>		

56DJ2259BFE4A

**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

Spidle Oil Co  
Company Name

For clarification of this offer, contact:

401 W 19th St  
Address

William Spidle  
Name

Port Arthur TX 77641  
City State Zip

409-727-4400 409-982-5655  
Phone Fax

Signature of Person Authorized to Sign

Spidles.1@yahoo.com  
E-mail

William Spidle  
Printed Name

Owner  
Title

**Bidder Shall Return Completed Form with Offer.**

## Attachment A

### IFB 21-001/YS

#### Term Contract for Motor Fuel for Jefferson County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

		Spidle Oil Co.
Item	Description	+/- Factor Brand
1	Unleaded Gasoline Regular Grade 87 Octane	+.065 unbranded
2	Unleaded Gasoline Medium Grade 89 Octane	+.065 unbranded
3	Unleaded Gasoline Premium Grade 93 Octane	+.065 unbranded
4	No. 2 Diesel	+.065 unbranded
		Spidle Oil Co. 401 West 19th Street Port Arthur TX 77641 ph: 409-727-4400 fx: 409-985-5655 Attn: William Spidle spidleoil@yahoo.com

## OFFER AND ACCEPTANCE FORM

### OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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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:

Vulcan Construction Materials, LLC  
Company Name

For clarification of this offer, contact:

P.O. Box 791550  
Address

Julia Farrar  
Name

San Antonio TX 78279  
City State Zip

210-965-0419 / 210-524-3555  
Phone Fax

  
Signature of Person Authorized to Sign

farrarj@vmmmail.com  
E-mail

Julia Farrar  
Printed Name

Sales Analyst  
Title

**Bidder: Complete & Return this Form with Offer.**

## ACCEPTANCE OF OFFER

---

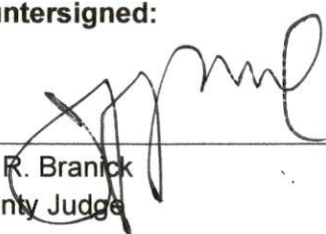
The Offer is hereby accepted for the following items: Term Contract for Limestone Rock Asphalt for Jefferson County

Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

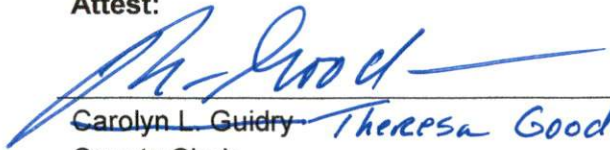
This contract shall henceforth be referred to as Contract No. IFB 21-003/YS, Term Contract for Limestone Rock Asphalt for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

  
\_\_\_\_\_  
Jeff R. Branick  
County Judge

March 2, 2024  
\_\_\_\_\_  
Date

**Attest:**

  
\_\_\_\_\_  
Carolyn L. Guidry  
County Clerk

*Theresa Goodness*



**Bidder: Complete & Return this Form with Offer.**

---

**Attachment B****IFB 21-003/YS****Term Contract for Limestone Rock Asphalt for Jefferson County**

		<b>Vulcan Construction Materials, LLC</b>
<b>Item</b>	<b>Description</b>	<b>Price per Ton F.O.B. Delivered Various Locations in Jefferson County</b>
1	<b>PICK UP</b> Limestone Rock Asphalt premix, Type I CC	<b>\$39.00</b> per ton pick up
2a	<b>TRUCK DELIVERY – Rosedale,</b> Limestone Rock Asphalt premix, Type I CC	<b>\$99.45</b> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2b	<b>TRUCK DELIVERY – LaBelle,</b> Limestone Rock Asphalt premix, Type I CC	<b>\$97.59</b> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2c	<b>TRUCK DELIVERY – Hamshire,</b> Limestone Rock Asphalt premix, Type I CC	<b>\$99.30</b> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2d	<b>TRUCK DELIVERY – Hebert,</b> Limestone Rock Asphalt premix, Type I CC	<b>\$98.99</b> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2e	<b>TRUCK DELIVERY– China Road,</b> Limestone Rock Asphalt premix, Type I CC	<b>\$97.90</b> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2f	<b>TRUCK DELIVERY – Viterbo Road,</b> Limestone Rock Asphalt premix, Type I CC	<b>\$99.45</b> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2g	<b>TRUCK DELIVERY – Boyt Road,</b> Limestone Rock Asphalt premix, Type I CC	<b>\$98.21</b> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed

Vulcan Construction Materials, LLC  
 PO Box 791550  
 San Antonio TX 78279  
 attn: Julia Farrar  
[Farrarj@vmcmail.com](mailto:Farrarj@vmcmail.com)  
 ph: 210-965-0419/fx: 210-524-3555

Cristy  
Cornwell

>

4thecornwells@gmail.com

*rec. 1/28/21*

August 20, 2020

Jefferson County Purchasing Department  
1149 Pearl Street  
Beaumont, Texas 77701  
409-835-8593

To whom it may concern in the Leasing Department:

This is my FINAL REQUEST for the property at:

Item:50 ID No:108

1179 Hillebrandt Acres, Beaumont, Texas 77705  
Lot 43, Blk 1 Marcelan Grange Survey Abstract 26  
Latitude: 29.9308 Longitude: 94.1169

My brother in law has changed his mind, he doesn't want this property either. Please remove my name from this property and transfer it to Ronnie Koziuk. I no longer want go to this property. I don't want my money back from department or him. I just want this transferred. Apparently, that would make him really happy. And I won't have to deal with them anymore! Thank You for your Time!

Please send Transfer Paperwork to: Ronald Koziuk 1155 Hillebrandt Acres, Beaumont, Texas 77705

Sincerely,

*Cristy Cornwell*

Cristy Cornwell

1988 Hillebrandt Acres  
Beaumont, Texas 77705

409-659-9839 Cristy Cell

# **AMENDED LEASE AGREEMENT**

<b>THE STATE OF TEXAS</b>	§	<b>Ronald Koziuk</b>
	§	
<b>COUNTY OF JEFFERSON</b>	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and Ronald Koziuk, hereinafter referred to as "Lessee."

## **Rights Granted**

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

### **1. 1179 Hillebrandt Acres, Beaumont TX, 77705 Lot 43 Blk 1, Marcelan Grange Survey Abstract 26**

The Lease amount shall be **\$80.00 for five years** (\$16.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

### **NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Ronald Koziuk, 1155 Hillebrandt Road, Beaumont TX 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

### **SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.



**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on March 2, 2021.

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
LESSEE

Attest:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk

*Theresa Goodness*

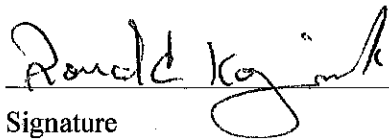


### RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **1179 Hillebrandt Acres, Beaumont TX, 77705.**

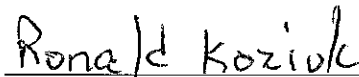
I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **1179 HILLEBRANDT ACRES, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **RONALD KOZIUK.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.



Signature


\_\_\_\_\_  
Date



Printed Name



Address



Telephone Number

JOE "QB" STEVENSON  
Constable Precinct 6



1225 Pearl Street, Suite 101A  
Beaumont, TX 77701-3639  
Telephone: (409) 839-2339  
Facsimile: (409) 839-2390

## Memo

Date: 2/22/21  
To: Fran Lee, Financial Manager  
From: Constable's Office Precinct 6 Fax Number: (409) 839-2390  
RE: Transfer Line Item  
Priority: [Urgent]

### Line-item Transfer Amendment

DATE: February 22, 2021

Honorable Commissioners Court of Jefferson County:

I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	ACCT.	AMT.
From:	Travel Expense	120 3070 425	50-62	\$ 1,000
	Overtime Allowance	120 3070 425	10-98	\$ 1,000
To:	Minor Equipment	120 3070 425	3084	
Reason:	Amount to cover purchase orders due to change in price quote from different vendor to purchase equipment to assist in the operation of the Precinct 6 office.			

  
Department Head

Approved: County Judge for Commissioners Court

Attest: County Clerk

**Interlocal Agreement Between**  
**Jefferson County, Texas**  
**And the South East Texas Regional Planning Commission**

This Agreement is made on the 2nd day of March 2021, by and between the South East Texas Regional Planning Commission, a political subdivision of the State of Texas, hereinafter referred to as “SETRPC” and the Jefferson County, hereinafter referred to as the “Jefferson County”.

WHEREAS, Jefferson County has entered into contract #1505-0266 with the U.S. Department of The Treasury to conduct Emergency Rental Assistance Program, hereinafter referred to as the “ERAP,” and with the authority to enter into an Interlocal Agreement for the provision of ERAP with another governmental entity.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of ERAP contract #1505-0266; specifically, the ERAP and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specifically the Commissioners Court of Jefferson County and the SETRPC Executive Board; and

WHEREAS, Jefferson County received a direct allocation from The U.S. Department of the Treasury to provide these services to the citizens of Jefferson County, and has the capacity to service the needs of the SETRPC; and

WHEREAS, Jefferson County and the SETRPC have investigated and determined that it would be advantageous and beneficial to both Jefferson County and to SETRPC and its inhabitants for SETRPC to provide ERAP services to Jefferson County; and

WHEREAS, Jefferson County wishes to engage SETRPC to ERAP on behalf of Jefferson County, and Jefferson County desires to engage SETRPC to provide such services; and

WHEREAS, the governing bodies of the Jefferson County and SETRPC desire to foster good-will and cooperation between the two entities; and

WHEREAS, Jefferson County and SETRPC, deem it to be in the best interest of both entities to enter into this Agreement relative to the ERAP and for such other and additional services as the parties may subsequently agree to by the execution of separate and specific agreements, and in consideration of the mutual covenants contained herein, Jefferson County and SETRPC agree as follows:

**Services to be Performed**

Jefferson County agrees to engage SETRPC to conduct ERAP to Jefferson County residents, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

**Duration of Agreement**

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, this Agreement shall commence on the 2<sup>nd</sup> day of March 2021. This contract expires at midnight on December

31, 2021. This contract may be extended for Three (3) annual renewals with the renewal fees and payments for each successive year to be negotiated and agreed to by the parties annually.

### **Compensation**

Jefferson County shall compensate SETRPC for the services referred to in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) at the rate of a \$2,000,000 advance, on or before the 1st day of April 2021. Upon the SETRPC account reaching \$1,500,000, another \$2,000,000 will be transferred to SETRPC, and will continue until all contract #1505-0266 grant funds are expended. On a monthly basis, SETRPC will invoice Jefferson County for the prior month's indirect costs up to \$61,540 for contract period.

### **Relationship of Parties**

The parties intend that SETRPC, in performing services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither SETRPC, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of Jefferson County and shall not be entitled to participate in any pension or other benefits that Jefferson County provides its employees.

### **Notice to Parties**

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to Jefferson County shall be sufficient if made or addressed to the office of the County Judge, Jeff Branick.

Notice to the Jefferson County shall be sufficient if made or addressed to Executive Director, SETRPC, Shanna Burke. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

### **Miscellaneous Provisions**

#### **Indemnification**

SETRPC agrees to promptly defend, indemnify and hold Jefferson County harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of SETRPC, its agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

### **Entire Agreement**

This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Jefferson County, Texas.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

SETRPC

By: \_\_\_\_\_  
Executive Director

Date:

Jefferson County, Texas

By: \_\_\_\_\_  
County Judge

Date:

DRAFT

## SEPARATE AGREEMENT

IN THE EXECUTIVE COMMITTEE MEETING OF  
The South East Texas Regional Planning Commission

SEPARATE WRITTEN APPROVAL OF INTERLOCAL  
COOPERATION CONTRACT WITH  
Jefferson County  
FOR ERAP

The Executive Committee, in compliance with §791.014 of the Texas Government Code, otherwise known as the Interlocal Cooperation Act, and before the commencement of any work of an Interlocal Contract with Jefferson County, hereby authorizes and approves this separate specific written approval for the proposed project. In this regard, the following provisions apply to such proposed Interlocal Cooperation Contract:

This approval is separate and distinct from the Interlocal Cooperation Contract itself.

The proposed project is for SETRPC to: conduct the work of the attached contract #1505-0266 between Jefferson County and the U.S. Department of Treasury.

The SETRPC Executive Committee, specifically finds that herein described project would serve a public purpose and would be beneficial to the residents of Jefferson County, Texas.

Date:

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SETRPC President

Attest:

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SETRPC Executive Director

SEPARATE AGREEMENT

IN THE COMMISSIONERS COURT OF  
JEFFERSON COUNTY, TEXAS

SEPARATE WRITTEN APPROVAL OF INTERLOCAL  
COOPERATION CONTRACT WITH  
SETRPC  
FOR ERAP

The Commissioners Court of Jefferson County, Texas, in compliance with §791.014 of the Texas Government Code, otherwise known as the Interlocal Cooperation Act, and before the commencement of any work related to the subject matter of an Interlocal Contract with SETRPC, hereby authorizes and approves this separate specific written approval for the proposed project. In this regard, the following provisions apply to such proposed Interlocal Cooperation Contract:

This approval is separate and distinct from the Interlocal Cooperation Contract itself.

The proposed project is for SETRPC to: conduct the work of the attached contract #1505-0266 between Jefferson County and the U.S. Department of Treasury.

The Commissioners Court of Jefferson County, Texas specifically finds that herein described project would serve a public purpose and would be beneficial to the residents of Jefferson County, Texas.

Date:

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County Judge

Attest:

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County Clerk, ex officio clerk of the  
Commissioners Court



PGM: GMCOMMV2	DATE 03-02-2021	PAGE: 1 237 TOTAL
NAME	AMOUNT	CHECK NO.
JURY FUND		
SHI GOVERNMENT SOLUTIONS, INC.	263.58	480131
DAWN DONUTS	52.50	480187
		316.08**
ROAD & BRIDGE PCT.#1		
SPIDLE & SPIDLE	4,459.19	480048
BEAUMONT TRACTOR COMPANY	5,375.00	480052
M&D SUPPLY	154.71	480079
MUNRO'S	31.35	480081
VULCAN MATERIALS CO.	6,880.25	480108
SOUTHERN TIRE MART, LLC	37.50	480111
DEPARTMENT OF INFORMATION RESOURCES	.06	480118
VERIZON WIRELESS	76.00	480125
UNITED STATES POSTAL SERVICE	.72	480129
ADVANCE AUTO PARTS	476.22	480173
REPUBLIC SERVICES	38.00	480186
GULF COAST	710.10	480204
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214
		18,338.10**
ROAD & BRIDGE PCT.#2		
DEPARTMENT OF INFORMATION RESOURCES	.02	480118
CENTERPOINT ENERGY RESOURCES CORP	210.26	480143
REPUBLIC SERVICES	76.25	480186
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214
		385.53**
ROAD & BRIDGE PCT. # 3		
FARM & HOME SUPPLY	32.48	480065
ENTERGY	32.06	480069
ENTERGY	9.37	480070
TIME WARNER COMMUNICATIONS	123.66	480102
DEPARTMENT OF INFORMATION RESOURCES	.02	480118
LOWE'S HOME CENTERS, INC.	106.24	480134
ALL SERV INDUSTRIAL LLC	312.65	480156
REPUBLIC SERVICES	38.00	480186
		654.48**
ROAD & BRIDGE PCT.#4		
COASTAL WELDING SUPPLY	348.90	480058
M&D SUPPLY	223.51	480079
MUNRO'S	145.34	480081
PORT ARTHUR NEWS, INC.	87.00	480085
SANITARY SUPPLY, INC.	463.77	480092
SMART'S TRUCK & TRAILER, INC.	327.81	480095
UNITED STATES POSTAL SERVICE	1.20	480129
ON TIME TIRE	2,416.56	480169
ASCO	199.02	480174
REPUBLIC SERVICES	133.50	480186
IMAGE 360 BEAUMONT	112.40	480196
O'REILLY AUTO PARTS	275.52	480198
TROY EAGLAN	12.00	480202
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214
		4,845.53**
ENGINEERING FUND		
UNITED STATES POSTAL SERVICE	.51	480129
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	480214
		275.51**
PARKS & RECREATION		
WESTEND HARDWARE CO	39.73	480132
ELKINS TRACTOR AND HAULING SVC, LLC	270.00	480200
		309.73**
GENERAL FUND		
JEFFERSON CTY. CLERK	1,419.03	480046
TAX OFFICE		
		1,419.03*

PGM: GMCOMMV2	DATE 03-02-2021	PAGE: 2
NAME	AMOUNT	CHECK NO.
		TOTAL
OFFICE DEPOT	980.06	480083
UNITED STATES POSTAL SERVICE	2,357.91	480129
ATTABOY TERMITE & PEST CONTROL	42.11	480158
ROCHESTER ARMORED CAR CO INC	378.40	480161
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	480214
		4,154.48*
COUNTY HUMAN RESOURCES		
UNITED STATES POSTAL SERVICE	2.22	480129
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214
		101.22*
AUDITOR'S OFFICE		
OFFICE DEPOT	245.52	480083
UNITED STATES POSTAL SERVICE	16.88	480129
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	480214
		473.40*
COUNTY CLERK		
OFFICE DEPOT	127.48	480083
UNITED STATES POSTAL SERVICE	253.73	480129
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	480214
		790.21*
COUNTY JUDGE		
HERNANDEZ OFFICE SUPPLY, INC.	28.80	480072
SMITH COUNTY	667.00	480112
UNITED STATES POSTAL SERVICE	1.37	480129
JEFF R BRANICK	743.86	480149
DUNHAM HALLMARK PLLC	500.00	480165
JAN GIROUARD & ASSOCIATES LLC	200.00	480188
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214
		2,240.03*
RISK MANAGEMENT		
UNITED STATES POSTAL SERVICE	29.00	480129
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214
		128.00*
COUNTY TREASURER		
TAC - TEXAS ASSN. OF COUNTIES	175.00	480100
UNITED STATES POSTAL SERVICE	76.07	480129
		251.07*
PRINTING DEPARTMENT		
BOSWORTH PAPER	1,338.79	480053
CIT TECHNOLOGY FINANCING SERVICE	907.47	480154
		2,246.26*
PURCHASING DEPARTMENT		
BEAUMONT ENTERPRISE	950.03	480064
OFFICE DEPOT	204.35	480083
PORT ARTHUR NEWS, INC.	638.88	480086
UNITED STATES POSTAL SERVICE	6.57	480129
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214
		1,898.83*
GENERAL SERVICES		
BOSWORTH PAPER	2,100.00	480053
CASH ADVANCE ACCOUNT	60.00	480075
TIME WARNER COMMUNICATIONS	227.59	480103
TRI-CITY COFFEE SERVICE	177.05	480107
ADVANCED STAFFING	78.00	480113
ROCHESTER ARMORED CAR CO INC	5,765.94	480161
		8,408.58*
DATA PROCESSING		
VERIZON WIRELESS	75.98	480125
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214
		174.98*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	254.35	480129
		254.35*
ELECTIONS DEPARTMENT		

PGM: GMCOMMV2	DATE 03-02-2021	PAGE: 3
NAME	AMOUNT	CHECK NO.
		TOTAL
AT&T MOBILITY	2,810.71	480185
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214
DISTRICT ATTORNEY		2,909.71*
OFFICE DEPOT	1,105.08	480083
UNITED STATES POSTAL SERVICE	93.38	480129
THOMSON REUTERS-WEST	4,092.58	480176
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	480214
DISTRICT CLERK		5,799.04*
OFFICE DEPOT	400.59	480083
TAC - TEXAS ASSN. OF COUNTIES	230.00	480099
UNITED STATES POSTAL SERVICE	257.20	480129
AERIALINK INC	115.01	480190
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214
CRIMINAL DISTRICT COURT		1,101.80*
THOMAS J. BURBANK PC	3,607.50	480055
EDWARD B. GRIPON, M.D., P.A.	1,190.00	480068
UNITED STATES POSTAL SERVICE	6.91	480129
JAMES R. MAKIN, P.C.	1,884.40	480164
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	480214
58TH DISTRICT COURT		6,886.81*
SOUTHEAST TEXAS WATER	29.95	480097
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214
60TH DISTRICT COURT		128.95*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214
136TH DISTRICT COURT		99.00*
UNITED STATES POSTAL SERVICE	45.43	480129
THOMSON REUTERS-WEST	45.36	480177
172ND DISTRICT COURT		45.79*
UNITED STATES POSTAL SERVICE	99.43	480129
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214
252ND DISTRICT COURT		99.43*
CHEROKEE COUNTY CLERK	427.00	480060
UNITED STATES POSTAL SERVICE	22.14	480129
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214
279TH DISTRICT COURT		548.14*
LAIRO DOWDEN, JR.	325.00	480063
MARVA PROVO	1,050.00	480087
ANITA F. PROVO	500.00	480088
NATHAN REYNOLDS, JR.	200.00	480089
JOEL WEBB VAZQUEZ	300.00	480140
KIMBERLY PHELAN, P.C.	400.00	480145
TONYA CONNELL TOUPS	800.00	480152
MATUSKA LAW FIRM	100.00	480182
ALICIA K HALL PLLC	350.00	480210
317TH DISTRICT COURT		4,025.00*
NATHAN REYNOLDS, JR.	300.00	480089
ALLEN PARKER	450.00	480159
WILLIAM FORD DISHMAN	150.00	480179
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214
JUSTICE COURT-PCT 1 PL 1		999.00*
UNITED STATES POSTAL SERVICE	39.69	480129

PGM: GMCOMMV2	DATE 03-02-2021	AMOUNT	CHECK NO.	PAGE: 4 240 TOTAL
NAME				
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214		138.69*
JUSTICE COURT-PCT 1 PL 2				
OFFICE DEPOT	419.48	480083		419.48*
JUSTICE COURT-PCT 2				
TAC - TEXAS ASSN. OF COUNTIES	95.00	480101		95.00*
JUSTICE COURT-PCT 4				
DEPARTMENT OF INFORMATION RESOURCES	.20	480118		
TEXAS JUSTICE CT.JUDGES ASSOC.,INC.	75.00	480146		75.20*
JUSTICE COURT-PCT 6				
OFFICE DEPOT	211.13	480083		
UNITED STATES POSTAL SERVICE	52.08	480129		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214		362.21*
JUSTICE COURT-PCT 7				
DEPARTMENT OF INFORMATION RESOURCES	.09	480118		
TEXAS JUSTICE CT.JUDGES ASSOC.,INC.	75.00	480147		75.09*
JUSTICE OF PEACE PCT. 8				
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214		99.00*
COUNTY COURT AT LAW NO.1				
LEXIS-NEXIS	80.00	480130		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214		179.00*
COUNTY COURT AT LAW NO. 2				
DONALD BOUDREAUX	250.00	480054		
UNITED STATES POSTAL SERVICE	17.97	480129		
JOEL WEBB VAZQUEZ	250.00	480140		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214		
CARRIER & ALLISON LAW GROUP PC	250.00	480216		866.97*
COUNTY COURT AT LAW NO. 3				
THOMAS J. BURBANK PC	400.00	480055		
NATHAN REYNOLDS, JR.	400.00	480089		
UNITED STATES POSTAL SERVICE	14.64	480129		814.64*
COURT MASTER				
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214		99.00*
MEDIATION CENTER				
UNITED STATES POSTAL SERVICE	5.15	480129		5.15*
COMMUNITY SUPERVISION				
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	480214		396.00*
SHERIFF'S DEPARTMENT				
DEPARTMENT OF INFORMATION RESOURCES	537.88	480118		
UNITED STATES POSTAL SERVICE	774.38	480129		
REPUBLIC SERVICES	38.00	480186		
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	480214		1,845.26*
CRIME LABORATORY				
METTLER-TOLEDO RAININ LLC	432.20	480193		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214		531.20*
JAIL - NO. 2				

PGM: GMCOMMV2	DATE 03-02-2021	PAGE: 5
NAME	AMOUNT	CHECK NO.
		TOTAL
CITY OF BEAUMONT - WATER DEPT.	12,187.98	480057
COBURN SUPPLY COMPANY INC	44.88	480059
GT DISTRIBUTORS, INC.	28.09	480066
KIRKSEY'S SPRINT PRINTING	49.90	480077
M&D SUPPLY	261.72	480079
OFFICE DEPOT	1,802.19	480083
SANITARY SUPPLY, INC.	423.00	480092
SHERWIN-WILLIAMS	1,285.02	480094
WARREN EQUIPMENT CO.	81.00	480109
WORTH HYDROCHEM	342.00	480110
DEPARTMENT OF INFORMATION RESOURCES	1.75	480118
TEXAS GAS SERVICE	762.27	480135
DIAGNOSTIC HEALTH - BEAUMONT	185.00	480155
DIAGNOSTIC HEALTH CORPORATION	37.00	480163
INDUSTRIAL & COMMERCIAL MECHANICAL	4,225.00	480170
SAFETY SOURCE APPAREL	410.00	480172
MATERA PAPER COMPANY INC	1,773.63	480175
THOMSON REUTERS-WEST	3,841.73	480176
24 HR SAFETY LLC	60.00	480183
GALLS LLC	1,872.54	480184
REPUBLIC SERVICES	5,274.10	480186
THE MONOGRAM SHOP	86.00	480191
US FLAG AND FLAGPOLE SUPPLY	449.33	480197
BENCHMARK PLUMBING INC	115.00	480201
TRINITY SERVICES GROUP INC	23,424.98	480203
EPIC BUSINESS ESSENTIALS, LLC	670.98	480206
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	480214
		60,513.09*
JUVENILE PROBATION DEPT.		
VERIZON WIRELESS	53.79	480125
UNITED STATES POSTAL SERVICE	20.10	480129
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	480214
		370.89*
JUVENILE DETENTION HOME		
CITY OF BEAUMONT - WATER DEPT.	2,264.52	480057
FLOWERS FOODS	29.33	480137
BEN E KEITH FOODS	2,933.98	480139
CENTERPOINT ENERGY RESOURCES CORP	522.00	480143
ATTABOY TERMITE & PEST CONTROL	70.00	480158
AI FILTER SERVICE COMPANY	183.79	480167
REPUBLIC SERVICES	476.00	480186
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214
		6,578.62*
CONSTABLE PCT 1		
VERIZON WIRELESS	227.94	480125
UNITED STATES POSTAL SERVICE	115.82	480129
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214
		442.76*
CONSTABLE-PCT 2		
VERIZON WIRELESS	113.97	480125
		113.97*
CONSTABLE-PCT 4		
VERIZON WIRELESS	113.97	480125
		113.97*
CONSTABLE-PCT 6		
VERIZON WIRELESS	113.97	480125
UNITED STATES POSTAL SERVICE	9.28	480129
DISCOUNT UNIFORM INTERNATIONAL INC	1,514.94	480148
731 CLUB TSHIRTS LLC	264.00	480217
		1,902.19*
CONSTABLE PCT. 7		
VERIZON WIRELESS	113.97	480125
		113.97*
CONSTABLE PCT. 8		
VERIZON WIRELESS	113.97	480125

PGM: GMCOMMV2	DATE 03-02-2021	AMOUNT	CHECK NO.	PAGE: 6 242 TOTAL
NAME				
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214		212.97*
AGRICULTURE EXTENSION SVC				
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	480214		211.00*
HEALTH AND WELFARE NO. 1				
CITY OF BEAUMONT	40.00	480051		
ENTERGY	70.00	480071		
UNITED STATES POSTAL SERVICE	92.93	480129		
AMERICAN CORPORATE SERVICES	184.90	480153		
CENTERPOINT ENERGY RESOURCES	70.00	480192		
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	480214		655.83*
HEALTH AND WELFARE NO. 2				
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	480214		198.00*
NURSE PRACTITIONER				
CLEAN HARBORS ENVIROMENTAL SERVICES	38.85	480136		38.85*
ENVIRONMENTAL CONTROL				
DEPARTMENT OF INFORMATION RESOURCES	.21	480118		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214		99.21*
INDIGENT MEDICAL SERVICES				
VERIZON WIRELESS	40.24	480125		
KING'S PHARMACY BEAUMONT	634.54	480168		
CARDINAL HEALTH 110 INC	13,069.29	480178		13,744.07*
EMERGENCY MANAGEMENT				
VERIZON WIRELESS	150.00	480124		150.00*
MAINTENANCE-BEAUMONT				
JOHNSTONE SUPPLY	124.87	480049		
RALPH'S INDUSTRIAL ELECTRONICS	233.00	480091		
SANITARY SUPPLY, INC.	982.68	480092		
AT&T	73.78	480098		
DEPARTMENT OF INFORMATION RESOURCES	631.83	480118		
A1 FILTER SERVICE COMPANY	732.70	480167		
REPUBLIC SERVICES	1,428.00	480186		
REXEL USA INC	1,072.73	480195		5,279.59*
MAINTENANCE-PORT ARTHUR				
TIME WARNER COMMUNICATIONS	437.05	480104		
TEXAS DEPT OF LICENSING &	70.00	480106		
CDW COMPUTER CENTERS, INC.	62.54	480115		
DEPARTMENT OF INFORMATION RESOURCES	.13	480118		
ATTABOY TERMITE & PEST CONTROL	170.49	480158		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214		839.21*
MAINTENANCE-MID COUNTY				
CENTERPOINT ENERGY RESOURCES CORP	217.32	480143		
REPUBLIC SERVICES	76.25	480186		293.57*
SERVICE CENTER				
SPIDLE & SPIDLE	14,717.44	480048		
J.K. CHEVROLET CO.	659.63	480073		
MUNRO'S	127.38	480081		
PHILPOTT MOTORS, INC.	294.23	480084		
RITTER @ HOME	33.87	480090		
JEFFERSON CTY. TAX OFFICE	7.50	480120		
JEFFERSON CTY. TAX OFFICE	7.50	480121		
JEFFERSON CTY. TAX OFFICE	7.50	480122		

PGM: GMCOMMV2	DATE 03-02-2021	PAGE: 7 243 TOTAL
NAME	AMOUNT	CHECK NO.
JEFFERSON CTY. TAX OFFICE	7.50	480123
BUMPER TO BUMPER	323.45	480142
MIGHTY OF SOUTHEAST TEXAS	1,235.83	480166
REPUBLIC SERVICES	76.25	480186
CINTAS CORPORATION	47.92	480189
REXEL USA INC	101.89	480195
		17,647.89*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	12.03	480129
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214
		111.03*
		160,815.68**
MOSQUITO CONTROL FUND		
MUNRO'S	86.09	480081
FASTENAL	9.10	480114
DEPARTMENT OF INFORMATION RESOURCES	.09	480118
CENTERPOINT ENERGY RESOURCES CORP	372.96	480143
REPUBLIC SERVICES	76.25	480186
		544.49**
FEMA EMERGENCY		
SANITARY SUPPLY, INC.	895.40	480093
MCKESSON MEDICAL-SURGICAL INC	672.47	480117
JORDYN ROBERTS	172.50	480207
TAMMY LYN SAIN	225.00	480208
		1,965.37**
J.C. FAMILY TREATMENT		
BEAUMONT OCCUPATIONAL SERVICE, INC.	700.00	480133
MARY BEVIL	1,204.50	480209
		1,904.50**
LAW LIBRARY FUND		
THOMSON REUTERS-WEST	2,401.85	480176
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214
		2,500.85**
EMPG GRANT		
VERIZON WIRELESS	151.08	480124
SHI GOVERNMENT SOLUTIONS, INC.	1,151.73	480131
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	480214
		1,577.81**
JUVENILE PROB & DET. FUND		
JEFFERSON CTY. DISTRICT CLERK	300.00	480074
VERIZON WIRELESS	70.85	480125
		370.85**
IV-E FOSTER CARE		
EMERY CARPET	4,984.35	480116
		4,984.35**
GRANT A STATE AID		
YOUTH ADVOCATE PROGRAM	5,302.50	480151
		5,302.50**
COMMUNITY SUPERVISION FND		
DEPARTMENT OF INFORMATION RESOURCES	.50	480118
VERIZON WIRELESS	32.89	480125
UNITED STATES POSTAL SERVICE	142.70	480129
JCCSC	275.00	480162
		451.09**
JEFF. CO. WOMEN'S CENTER		
AIR COMFORT, INC.	5,289.66	480047
ENTERGY	1,445.51	480069
M&D SUPPLY	93.19	480079
MARKET BASKET	36.26	480080
OFFICE DEPOT	68.23	480083
AT&T	151.14	480098
DEPARTMENT OF INFORMATION RESOURCES	.02	480118

PGM: GMCOMMV2	DATE 03-02-2021	AMOUNT	CHECK NO.	PAGE: 8 244 TOTAL
NAME				
VERIZON WIRELESS	16.42	480125		
TOWER COMMUNICATIONS, INC.	60.00	480126		
CLEAN HARBORS ENVIROMENTAL SERVICES	145.41	480136		
BEN E KEITH FOODS	1,822.78	480138		
SAM'S CLUB DIRECT	195.04	480171		
REPUBLIC SERVICES	95.25	480186		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214		9,381.45**
DWI PRETRIAL DIVERSION				
SHI GOVERNMENT SOLUTIONS, INC.	263.58	480131		263.58**
COMMUNITY CORRECTIONS PRG				
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214		99.00**
DRUG DIVERSION PROGRAM				
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214		99.00**
REGIONAL COMM. SAVNS				
APPRISS SAFETY	7,530.63	480141		7,530.63**
J.P. COURTROOM TECH. FUND				
DELL MARKETING L.P.	1,171.00	480061		
VERIZON WIRELESS	227.98	480125		
SHI GOVERNMENT SOLUTIONS, INC.	263.58	480131		1,662.56**
HOTEL OCCUPANCY TAX FUND				
CMS COMMUNICATIONS, INC.	1,165.00	480056		
ENTERGY	2,571.78	480069		
M&D SUPPLY	13.77	480079		
MUNRO'S	145.90	480081		
DEPARTMENT OF INFORMATION RESOURCES	1.52	480118		
UNITED STATES POSTAL SERVICE	13.16	480129		
ATTABOY TERMITE & PEST CONTROL	55.00	480158		
REPUBLIC SERVICES	76.25	480186		4,042.38**
CRIME LAB FUNDING CJD				
AGILENT TECHNOLOGIES	134.74	480050		134.74**
DISTRICT CLK RECORDS MGMT				
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	480214		198.00**
AIRPORT FUND				
COASTAL WELDING SUPPLY	141.30	480058		
DISCOVERY INFORMATION TECHNOLOGIES	187.50	480062		
W.W. GRAINGER, INC.	2.81	480067		
JOHNSON CONTROLS, INC.	212.50	480076		
LOUIS' YAZOO SALES & SERVICE, LLC	459.85	480078		
MUNRO'S	81.65	480081		
S.E. TEXAS BUILDING SERVICE	4,246.66	480096		
TIME WARNER COMMUNICATIONS	105.54	480105		
SUPERIOR SUPPLY & STEEL	55.00	480119		
VERIZON WIRELESS	37.99	480125		
LOWE'S HOME CENTERS, INC.	219.48	480134		
CENTERPOINT ENERGY RESOURCES CORP	1,906.73	480143		
MODERN AG PRODUCTS LTD	47.87	480150		
INTERSTATE ALL BATTERY CENTER - BMT	37.90	480157		
SOUTHEAST TEXAS PARTS AND EQUIPMENT	12.25	480181		
GALLS LLC	82.45	480184		
REPUBLIC SERVICES	305.00	480186		
TITAN AVIATION FUELS	16,059.56	480199		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	480214		24,301.04**
AIRPORT IMPROVE. GRANTS				



PGM: GMCOMMV2	DATE	PAGE: 9
	03-02-2021	245
NAME	AMOUNT	CHECK NO. TOTAL
KSA ENGINEERS INC	8,000.00	480211 8,000.00**
SE TX EMP. BENEFIT POOL		
GROUP ADMINISTRATIVE CONCEPTS INC	156,753.21	480160
EXPRESS SCRIPTS INC	119,499.75	480194
UNITED HEALTHCARE SERVICES INC	1,010.08	480205 277,263.04**
LIABILITY CLAIMS ACCOUNT		
COLLEEN STONE	9,628.82	480218 9,628.82**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	11,019.73	480144 11,019.73**
SHERIFF'S FORFEITURE FUND		
SILSBEE FORD INC	1,570.69	480180 1,570.69**
BRIC/FMA GRANT		
TIDAL BASIN GOVERNMENT CONSULTING	5,365.00	480215 5,365.00**
CNTY & DIST COURT TECH FD		
VERIZON WIRELESS	189.99	480125 189.99**
		566,292.10***





# Resolution

STATE OF TEXAS

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COMMISSIONER'S COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioner's Court of Jefferson County, Texas, held on the 2nd day of March, 2021, 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, CAROLYN GUIDRY** has devoted 16 years and 4 months of her life to serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, CAROLYN GUIDRY** began her career with Jefferson County when she was appointed County Clerk on October 18, 2004, to fill an unexpired term and began her first full term on January 1, 2005, after becoming the first African-American woman elected to a countywide office in Jefferson County; and

**WHEREAS, CAROLYN GUIDRY**, known for her high standards of professionalism and personal integrity, won the respect of her fellow elected officials, constituents, and other county employees; and

**WHEREAS, CAROLYN GUIDRY**, has throughout her tenure sought to improve the election process in Jefferson County, and therefore successfully implemented electronic voting in 2005, and subsequently initiated electronic poll books for real-time voter check-in and introduced countywide vote centers to provide voters with convenient options on Election Day; and

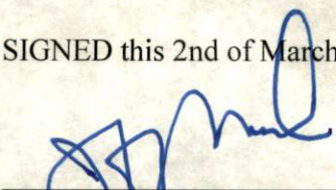
**WHEREAS, CAROLYN GUIDRY**, during her tenure has overseen the archival preservation and digitization of millions of pages of county records from paper, books and microfilm, including Deed records, Mortgage and Lien records, Plats and court records;

**WHEREAS, CAROLYN GUIDRY**, a devoted mother and grandmother, will be enjoying her family, friends, and travel in her retirement; and

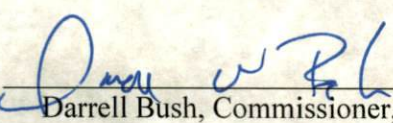
**WHEREAS**, having made a significant contribution as Jefferson County Clerk, **CAROLYN GUIDRY** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County and will be missed by her staff members and friends; and

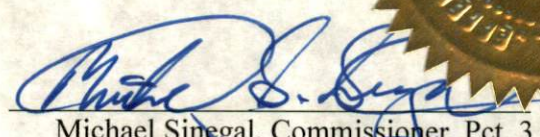
**NOW THEREFORE, BE IT RESOLVED** that the Commissioner's Court of Jefferson County, Texas, does hereby honor and commend **CAROLYN GUIDRY** for her dedicated service as an elected official of Jefferson County and wishes her well in her retirement.

SIGNED this 2nd of March, 2021.

  
\_\_\_\_\_  
Jeff Branick, County Judge

  
\_\_\_\_\_  
Vernon Pierce, Commissioner, Pct. 1

  
\_\_\_\_\_  
Darrell Bush, Commissioner, Pct. 2

  
\_\_\_\_\_  
Michael Sinegal, Commissioner, Pct. 3

  
\_\_\_\_\_  
Everette Alfred, Commissioner, Pct. 4







# Resolution

STATE OF TEXAS

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COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 2nd day of March, 2021, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Resolution was adopted:

## RESOLUTION TO RENEW AND EXTEND THE DISASTER DECLARATION FOR HURRICANE DELTA

**WHEREAS**, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

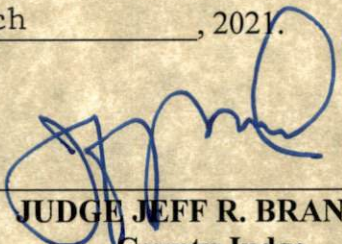
**WHEREAS**, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on October 8, 2020; and

**WHEREAS**, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

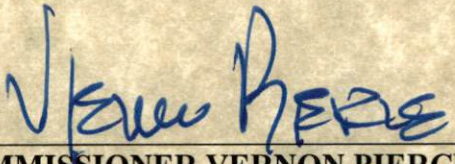
**WHEREAS**, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the devastation created by Hurricane Delta and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

**NOW THEREFORE, BE IT RESOLVED** that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on October 8, 2020.

SIGNED this 2nd day of March, 2021.

  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge



  
\_\_\_\_\_  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
\_\_\_\_\_  
COMMISSIONER DARRELL BUSH  
Precinct No. 2

  
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COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4





# Resolution

STATE OF TEXAS

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COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 2nd day of March, 2021, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Resolution was adopted:

**WHEREAS**, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

**WHEREAS**, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on March 13, 2020; and

**WHEREAS**, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

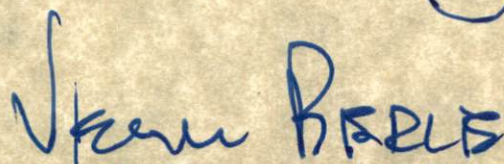
**WHEREAS**, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the COVID-19 PANDEMIC and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

**NOW THEREFORE, BE IT RESOLVED** that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on March 13, 2020.

SIGNED this 2nd day of March, 2021.



**JUDGE JEFF R. BRANICK**  
County Judge

**COMMISSIONER VERNON PIERCE**  
Precinct No. 1



**COMMISSIONER MICHAEL S. SINEGAL**  
Precinct No. 3



**COMMISSIONER DARRELL BUSH**  
Precinct No. 2



**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4





# Resolution

STATE OF TEXAS

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COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 2nd day of March, 2021, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Resolution was adopted:

## RESOLUTION TO EXTEND DISASTER DECLARATION FOR HURRICANE LAURA

**WHEREAS**, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

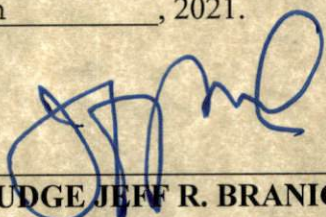
**WHEREAS**, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on August 23, 2020; and

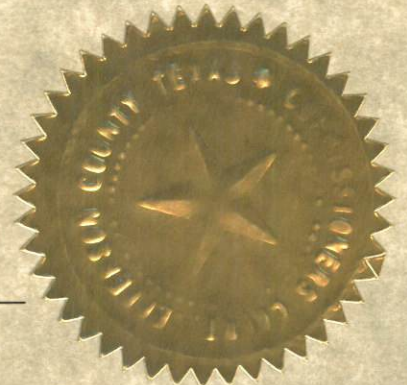
**WHEREAS**, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

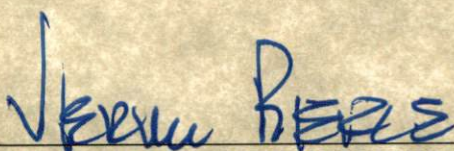
**WHEREAS**, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the devastation created by Hurricane Laura and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

**NOW THEREFORE, BE IT RESOLVED** that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on August 23, 2020.

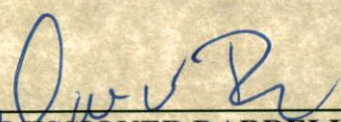
SIGNED this 2nd day of March, 2021.


  
JUDGE JEFF R. BRANICK  
County Judge



  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER DARRELL BUSH  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4





# Resolution

STATE OF TEXAS

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COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 2nd day of March, 2021, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Resolution was adopted:

## RESOLUTION TO EXTEND DISASTER DECLARATION FOR WINTER STORM

**WHEREAS**, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

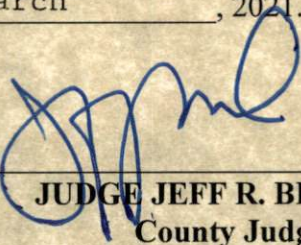
**WHEREAS**, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on February 14, 2021; and

**WHEREAS**, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

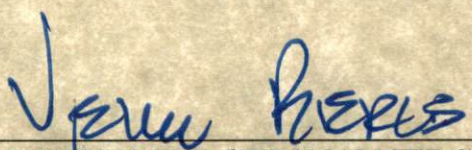
**WHEREAS**, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the devastation created by the Winter Storm and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

**NOW THEREFORE, BE IT RESOLVED** that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on February 14, 2021.


SIGNED this 2nd day of March, 2021.

  
JUDGE JEFF R. BRANICK  
County Judge



  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER DARRELL BUSH  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



THE STATE OF TEXAS     §

COUNTY OF JEFFERSON   §

### INTERLOCAL GOVERNMENT AGREEMENT

This agreement is made this the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Jefferson County, Texas (“the County”) and the Sabine Pass Port Authority (“SPPA”) pursuant to Chapter 791, Texas Government Code.

**WHEREAS**, the County and SPPA intend to engage services for dredging of the waterway adjacent to real property used and occupied by the Sabine Pass Port Authority and Jefferson County Sheriff’s Department – Marine Division, for the purposes of increasing access and navigability; and

**WHEREAS**, the County and SPPA have fostered and enjoyed a beneficial partnership and working relationship for the citizens of Jefferson County, Texas and Sabine Pass; and

**WHEREAS**, the Sabine Pass Port Authority has requested bids from qualified contractors in order to perform the intended dredging work in marina and adjacent waters of the SPPA that will also benefit the Jefferson County Sheriff’s Department – Marine Division in its work and mission; and

**WHEREAS**, the dredging project will provide a direct benefit to the Jefferson county Sheriff’s Department – Marine Division and the County intends to contribute financially to the dredging project and work to be conducted that will aid in its accessibility and navigability of the Intracoastal Waterway in furtherance of its patrols and law enforcement duties;

**NOW, THEREFORE, IT IS AGREED** that the parties agree to cooperate as follows for the funding and/or contribution toward the above-referenced dredging project and work, under the following terms and conditions:

1. The Sabine Pass Port Authority has previously bid and/or awarded the dredging project and that contract and project preparation will continue to move forward. The total value of that project and contract is \$414,575.36.
2. The SPPA warrants and represents that the project has previously been advertised and awarded subject to competitive bidding
3. Jefferson County, Texas will contribute the sum of \$110,651.00 toward the dredging project initiated by the Sabine Pass Port Authority.
4. The Sabine Pass Port Authority will pay the remaining costs of \$303,924.36 toward the cost of the dredging project.

5. The SPPA contract with Magellan Dredging Inc. will be amended to name the County as a party and/or signatory to the contract, with the County only responsible for the amount of \$110,651.00.
6. The County will pay \$110,651.00 directly to Magellan Dredging Inc. for their cost and/or portion of the dredging project.
7. This Interlocal Government Agreement will be submitted to the Jefferson County Commissioners Court and the Board of Commissioners for the Sabine Pass Port Authority for ratification and approval, if necessary.
8. The undersigned are duly authorized representatives of the respective parties' governing bodies, and their signatures represent adoption and acceptance of the terms and conditions of this agreement.
9. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
10. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

**PASSED AND APPROVED** by the Commissioners Court of Jefferson County, Texas on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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County Judge Jeff Branick or Designee  
Jefferson County, Texas

**PASSED AND APPROVED** by the Board of Commissioners of the Sabine Pass Port Authority on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Mic Cowart – Port Manager  
Sabine Pass Port Authority



## COMMERCIAL CONTRACT FOR SALE OF FORD PARK ENTERTAINMENT COMPLEX

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**1. PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Jefferson County, Texas, Acting By and Through Its Commissioners Court  
1149 Pearl Street, Beaumont, Texas 77701  
409-835-8466 (Telephone)  
409-839-2311 (Facsimile)

Buyer: Port Arthur Renaissance GP, LLC d/b/a Renaissance Development Group  
5909 West Loop South, Ste 640  
Bellaire, Texas 77401  
832-461-7709 (Telephone)  
[kevin@parggp.com](mailto:kevin@parggp.com)

### **2. PROPERTY:**

- A. "Property" means that real property situated in Jefferson County, Texas at 5115 IH-10 South, Beaumont, Texas 77705 and that is legally described in the attached Appendix H, which are incorporated herein and fully.
- B. Seller will sell and convey the Property together with:
  - (1) all buildings, improvements, equipment, fixtures, machinery, furniture and other personal property, if any, owned by Seller and located on or about the Property;
  - (2) all rights, privileges, and appurtenances pertaining to the Property, including Sellers' right, title, interest in mineral rights, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
  - (3) Seller's interest in all leases, contracts, rents, and security deposits for all or party of the Property;
  - (4) Seller's interest in all licenses and permits related to the Property;
  - (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
  - (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and

**\*\*Any personal property not included in the sale will be removed by Seller prior to closing.\*\***
- C. The Ben J. Rogers Regional Visitor Center property including parking lot located at 5055 Interstate I-10 South, Beaumont, Texas 77705 is not included in this sale.

**3. SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

- A. Cash portion payable by Buyer at closing.....\$22,200,00.00

The sales price will be paid in full in the amount of \$22,200,000.00 at the time of closing. Buyer will not be financing any portion of the sales price.

- B. No Financing: This contract is contingent on the sale price being a cash payment at the time of closing and no financing by Buyer. Buyer has previously satisfied the payment of the Earnest Money in the amount of \$440,000.
- C. Closing Costs: Buyer will be responsible to pay any and all closing costs associated with the sale of the property including cost for a title policy for the property.
- D. Fair Market Value Study: Buyer will also reimburse Seller for the Fair Market Value Study in the amount of \$30,000.00 in addition to the sale price of the Property and will be paid in full at the time of closing.

**4. TITLE POLICY, SURVEY, AND UCC SEARCH:**

A. Title Policy:

(1) If Buyer wants a title policy, then Buyer, at Buyer's expense, issued by any underwriter of the title company, in the amount of the sales price, dated at or after closing that will insure Buyer against loss under the title policy.

B. Survey:

(1) A survey and arials have been provided by Seller that was attached to the Invitation for Bids of September 22, 2020 as Appendix I. Buyer has had the option and adequate time prior to the contract, to purchase its own survey of the property. Buyer waives any right to object to any matters within the survey.

- C. UCC Search: Buyer does not require Seller to furnish a UCC search.

**5. PROPERTY CONDITION**

- A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense will complete the following before closing: N/A.
- B. Inspection, Studies, or Assessments: Buyer has completed all inspections, studies and assessments of the property, which it deems necessary, prior to executing this contract.
- C. Items or Defects to be Cured by Seller before closing: N/A.

- D. Novation:** Buyer agrees that Seller will irrevocably novate and transfer to Buyer all of Seller's rights, title and interests and duties, liabilities and obligations under the Contracts listed and described below so as to substitute Buyer for Seller as a party to these Contracts for all purposes as of the Effective Date of this contract for purchase of the Property. Buyer will irrevocable accept such rights, title and interests and assume such duties, liabilities and obligations from the Seller under the Contracts listed and described below as of the Effective Date of this contract for Buyer's purchase of the Property and buyer releases Seller from all such duties, liabilities and obligations thereunder which would otherwise be required or occur on and after the Effective Date of this contract.

BUYER WILL AGREE TO DEFENSE AND INDEMNITY AND TO HOLD HARMLESS THE SELLER, JEFFERSON COUNTY, FROM ANY AND ALL CLAIMS ARISING OUT OF THE AGREEMENT TO NOVATE THE EXISTING CONTRACTS LISTED AND DESCRIBED BELOW INCLUDING PAYING ALL DAMAGES, ATTORNEY'S FEES AND LITIGATION EXPENSES. SUCH INDEMNIFICATION WILL BE AS BROAD AS PERMITTED BY THE LAW. BUYER AGREES TO DEFEND AND INDEMNIFY SELLER FROM ANY AND ALL CLAIMS AGAINST SELLER FOR ANY CLAIM BROUGHT BY ANY THIRD PARTY UNDER THE CONTRACT LISTED BELOW DUE TO BUYERS OPERATION OF THE PROPERTY AND BUYERS DUTIES UNDER THESE CONTRACTS.

CONTRACTS SUBJECT TO THIS NOVATION ARE, BUT NOT LIMITED TO:

1. Spectra Venue Management agreement;
2. Young Men's Business League's lease agreement;
3. Golden Triangle Sports Academy lease agreement;
4. Southeast Texas Baseball Academy lease agreement;
5. Gulf Coast RV Resort management agreement;
6. Ford Motor Company naming rights agreement;
7. Community Bank sponsorship agreement;
8. Miller Brewing Company sponsorship agreement;
9. Ticketmaster Entertainment, Inc. agreement;
10. PepsiCo, Inc. agreement;
11. Swanson (Alcoholic Beverage Sales) agreement;
12. Pritchard Cleaning Services agreement; and
13. Any other contract related to Ford Park.

- E. Delivery of Property Information:** Through the Invitation for Bids of September 22, 2020, Seller has provided Buyer the following information,

**Spectra Venue Management Agreements**

- Jefferson County Program Income Statement
- Spectra Venue Management Agreement
- Spectra Venue Management Agreement (Amendment No. 1)
- Spectra Venue Management Agreement (Amendment No. 2)
- Spectra Venue Management Agreement (Amendment No. 3)

#### **Naming & Advertising Rights Agreements**

- Naming & Advertising Rights Agreement (2003)
- Naming & Advertising Rights Agreement (2008)
- Naming & Advertising Rights Agreement (2013)
- Naming & Advertising Rights Agreement (2018-2021)

#### **Sponsorship Agreements**

- Community Bank Sponsorship Agreement
- Miller Sponsorship Agreement

#### **Vendor Agreements**

- Ticketmaster Agreement (February 2003)
- Ticketmaster Agreement (February 2011)
- Pepsi Agreement (2016)
- Swanson Agreement (September 2006)
- Pritchard Cleaning Service Agreement

#### **Commercial Lease Agreement**

- YMBL Commercial Lease Agreement (January 2003)

#### **Land Lease Agreements**

- Golden Triangle Sports Academy Lease Agreement (2014)
- Southeast Texas Baseball Academy Lease Agreement (2001)
- Southeast Texas Baseball Academy Lease Agreement (2002)

#### **RV Park Management Agreements**

- Assumed Name Certificate
- Gulf Coast RV Resort Management Agreement (2000)
- Gulf Coast RV Resort Management Agreement (2015)

#### **Deeds**

- Deed of Gift (Phelan)

- Special Warranty Deed (Phelan)

**Survey, Site Plans, Aerials**

**Ford Park Building Plans (Arena, Arena Floor Plans, Ball Fields)**

**Fair Market Value Appraisal**

**F. Delivery of Additional Information:** Buyer has been given the unaudited financial statements for the Property through September 30, 2020.

**G. Contracts Affecting Operations:** Until Closing, Seller will ensure operation of the Property in the same manner as on the effective date and will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. Seller agrees not to enter into, amend or terminate any contract that affects the operations of the Property without Buyer's written approval. After the date of this contract, Seller shall not grant to any third party any interest in the Property or any part thereof or further voluntarily encumber the Property.

**6. LEASES:**

**A.** Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following at the time Seller provides the leases to the Buyer or subsequently occur before Closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any non-occupancy of the leased premises by a tenant;
- (4) any advance sums paid by tenant under any lease;
- (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

**B. Estoppel Certificates:** N/A.

## **7. RIGHT OF FIRST REFUSAL:**

1. If at any time, prior to Buyer making any improvements upon the Property, elects to sell the Property, whether in total or in part, Seller shall have the right of first refusal to purchase the property for the price originally paid by Buyer if sold in total or for fair market value if sold in part. Buyer shall promptly notify Seller in writing of Buyer's intent to sell prior to offering the property to any other person or entity and shall include the material terms under which Buyer intends to make such sale. Seller shall have thirty (30) days after Buyer's notice of intent to sell to agree, or decline, in writing to purchase the Property. If Seller does not indicate in writing its agreement to purchase the Property within said sixty (60) day period, then Buyer thereafter shall have the right to sell the Property to another party for no less value than what it was offered to Seller. If Buyer does not sell the Property within ninety (90) days after the expiration of said thirty (30) day period, or if terms and conditions of the offer to purchase the Property are changed, then any further transaction shall be deemed a new offer to purchase the Property and the provisions of this paragraph shall again be applicable. If any actions have been done by Buyer or on Buyer's behalf that diminishes the value of the property, Seller will be able to deduct the decrease in value from the purchase price.

2. If at any time, after Buyer makes improvements upon the Property under the amount of \$5,000,000.00 and elects to sell the Property, whether in total or in part, Seller shall have the right of first refusal to purchase the property for the price originally paid by Buyer if sold in total or for fair market value if sold in part in addition to the actual cost of improvements to the property. If any actions have been done by Buyer or on Buyer's behalf that diminishes the value of the property, Seller will be able to deduct the decrease in value from the purchase price. Buyer shall promptly notify Seller in writing of Buyer's intent to sell prior to offering the property to any other person or entity and shall include the material terms under which Buyer intends to make such sale. Seller shall have thirty (30) days after Buyer's notice of intent to sell to agree, or decline, in writing to purchase the Property. If Seller does not indicate in writing its agreement to purchase the Property within said thirty (30) day period, then Buyer thereafter shall have the right to sell the Property to another party. T

3. If at any time, after Buyer makes improvements upon the Property in a value in excess of \$5,000,000.00 but less than \$10,000,000.00 and elects to sell the Property, whether in total or in part, Seller shall have the right of first refusal to meet any bona fide offer to purchase the Property that is for sale on the same terms and conditions of such offer. Buyer shall promptly provide Seller with a copy of any such offer and Seller shall have thirty (30) days after its receipt of the offer to agree in writing to purchase the Property on the same terms and conditions stated in the offer. If Seller does not indicate in writing its agreement to purchase the Property on the terms contained in the offer within said thirty (30) day period, then Buyer thereafter shall have the right to sell the Property to such party on the same terms and conditions stated in the offer.

4. The provision as stated above in Section 7 (1) shall continue to be in effect until March 3, 2025 or until Buyer makes improvements to the property. The provisions as stated above in Section 7 (2) and (3) will remain in effect for eighteen (18) months beginning on the date Buyer makes the first payment for improvements to the property.

**8. CLOSING:**

- A.** The date of closing of the sale (closing date) will be on or before March 3, 2021.
- B.** The Parties agree that closing will be handled by Secured Land Transfers, LLC, d/b/a Independence Title.
- C.** At closing, Seller will execute and deliver to Buyer a special warranty deed that will convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 4 or other provisions of this contract. Seller must convey the Property:
  - (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
  - (2) without any assumed loans in default; and
  - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract by novation.
- D.** At closing, Seller will also deliver to Buyer:
  - (1) tax statements showing no delinquent taxes on the Property;
  - (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
  - (3) a copy of all leases to or on the Property;
  - (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
    - (a) licenses and permits;
    - (b) maintenance, management, and other contracts; and
    - (c) warranties and guaranties;
  - (5) a rent roll current on the day of the closing certified by Seller as true and correct;
  - (6) evidence that the person executing this contract is legally capable and authorized to bind Seller.
- E.** At closing, Buyer will;
  - (1) pay the sales price in a cashier's check or in similar good funds acceptable to the Seller;

(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;

(3) sign and send to each tenant in the Property a written statement that Buyer is now the legal owner of the property will be assuming the obligations of the lease of each tenant in place of Seller;

(4) sign an assumption of all leases then in effect.

**9. DISCLAIMER; AS-IS SALE.**

(1) Except as expressly set forth in this Contract, Seller makes no representation or warranty, express or implied, as to the completeness, content or accuracy of the documents delivered by Seller under Section 5.E. of the Contract (the "Property Information"). Buyer, relying on its own evaluation of the Property, disclaims any reliance on the Property Information or on any statements (oral or written) which may have been made or may be made by Seller or its representatives concerning the Property Information, except as expressly set forth in this Contract. Except for the representations expressly set forth in the Contract, and the special warranty of title in the deed conveying the Property to Buyer at the Closing, Seller has not made and does not make any warranty, guaranty, or representation, oral or written, past, present or future, of, as to, or concerning: (a) the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, and of the Property, for any and all activities and uses which Buyer may elect to conduct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (b) the nature and extent of any easement, right-of-way, or entitlement; (c) the compliance of the Property or the operation of the Property with any laws, rules, ordinances, or regulations of any government or other body; and (d) hazardous materials or the environmental condition of the Property. Buyer, relying on its own evaluation of the Property, disclaims any reliance on any statements (oral or written) which may have been made or may be made by Seller concerning such matters. The provisions of this paragraph shall survive the Closing and any termination of this Contract.

(2) BUYER ACKNOWLEDGES THAT BUYER IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY AND DISCLAIMS RELIANCE UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY SELLER OR ANY OF ITS REPRESENTATIVES. AS A MATERIAL PART OF THE CONSIDERATION FOR THE CONTRACT, BUYER AGREES TO ACCEPT THE PROPERTY AT CLOSING IN ITS "AS-IS, WHERE IS" CONDITION AND WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT ONLY THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THE CONTRACT AND THE SPECIAL WARRANTY OF TITLE. BUYER SHALL AT CLOSING



EXPRESSLY ASSUME ALL RISKS, LIABILITIES, CLAIMS, DAMAGES, AND COSTS (AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING. BUYER HAD THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THE CONTRACT.”

# **10. SPECIAL PROVISIONS:**

## **A. Hurricanes and Emergency Use/Staging:**

Buyer understands that the property has historically been used as a shelter and staging area for emergency management personnel and equipment during times when a disaster declaration has been issued. Buyer has made himself familiar with these facts and with the procedures previously employed by the County in providing assistance to essential workers during times when it was necessary to utilize the property for emergencies and that, during such times, the venues located on the property were unable to conduct business because of the disaster. Buyer is familiar with the authority granted to the Governor and County Judge pursuant to Sec. 418, Local Government Code. Buyer is herein assuring Seller that, in the event of a future emergency, is necessary to utilize the property for emergency management purposes, Buyer will cooperate fully with the County and State and Federal emergency personnel to assist in making necessary recovery assistance available to the public.

# **11. PRORATIONS:**

## **A. Prorations:**

(1) interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.

(2) Seller is a government entity who was using the Property for a public use and, therefore, there were no taxes assessed against the property. The sale of the Property to Buyer will place the Property on the Jefferson County tax roll and property taxes will be assessed upon the Property and said taxes are to be paid to the taxing entities at the sole expense of Buyer. This paragraph survives closing.

(3) At the time of signing this agreement, Buyer assumes all obligations under each contract as stated in Section 5 (E) including payments, management fees and other financial obligations.

(4) At the time of closing, all utilities that govern the Property will be assumed by Buyer and Buyer agrees to change all utilities from Seller to Buyer no later than 48

hours after signing this agreement. Buyer will be responsible for any reimbursement to Seller for amounts billed to Seller after the signing of this agreement.

**12. CASUALTY LOSS AND CONDEMNATION:**

- A.** If any part of the Property is damaged or destroyed by fire or other casualty prior to the closing date of the Property, Seller must restore the Property to its previous condition as soon as reasonably possible. If, without fault, Seller is unable to do so, Buyer may:

- (1) terminate this contract, or
- (2) extend the time for performance up to 30 days and closing will be extended as necessary; or
- (3) accept at closing the Property in its damaged condition and take an assignment of any insurance proceeds Seller is entitled to receive along with Seller's consent to the assignment.

**13. MATERIAL FACTS:** To the best of Seller's knowledge and belief, except as otherwise provided in this contract, Seller is not aware of:

- (1) any subsurface, structure, pits, waste, springs, or improvements;
- (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
- (3) any environmental hazards or conditions that materially affect the Property;
- (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
- (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
- (6) any wetlands, as defined by federal or state law or regulation, on the Property;
- (7) any threatened or endangered species or their habitat on the Property;
- (8) any present or past infestation of wood-destroying insects in the Property's improvement;
- (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
- (10) any material physical defects in the improvements on the Property; or

(11) any condition on the Property that violates any law or ordinance.

Seller is not aware of any existing claims for damages but, if any claim arises for damages for an incident that occurred prior to the sale, Seller will indemnify and hold Buyer harmless from such claims.

#### **14. DISPUTES:**

**A. Dispute Resolution:** The parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will have 30 days from the date of impasse from negotiations to submit the dispute to mediation. Each party pays its own costs and fees.

**B. Waiver of Jury Trial:** If mediation fails to resolve the dispute and a party chooses litigation, both parties agree to waive the jury and proceed to a bench trial in the courts of Jefferson County, Texas. BUYER AND SELLER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS CONTRACT OR THE PROPERTY (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS CONTRACT OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS CONTRACT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR SELLER TO ENTER INTO AND ACCEPT THIS CONTRACT AND SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT. The parties agree that the laws of the State of Texas governs this contract.

**C. Limited Liability:** In all events, the liability of Seller under this Contract in the aggregate shall be enforceable against Seller only up to a maximum of \$300,000 ("Maximum Liability Cap"). Further, no claim by Buyer may be made and Seller shall not be liable for any suits, claims, losses, damages, liabilities, costs and expenses (collectively, "Losses") unless and until Buyer's claims for such Losses exceed \$50,000 in the aggregate (the "Liability Basket"), in which event Seller's liability respecting any Losses shall be for the amount in excess of the Liability Basket, subject to the Maximum Liability Cap.

#### **15. AGREEMENT OF THE PARTIES:**

**A.** This contract is binding on the parties, their executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing and upon agreement by both parties by evidence by signatures of the duly authorized agent of each party.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda(s) which are part of this contract are:

**APPENDIX A: Spectra Venue Management Agreements**

- Jefferson County Program Income Statement
- Spectra Venue Management Agreement
- Spectra Venue Management Agreement (Amendment No. 1)
- Spectra Venue Management Agreement (Amendment No. 2)
- Spectra Venue Management Agreement (Amendment No. 3)

**APPENDIX B: Naming & Advertising Rights Agreements**

- Naming & Advertising Rights Agreement (2003)
- Naming & Advertising Rights Agreement (2008)
- Naming & Advertising Rights Agreement (2013)
- Naming & Advertising Rights Agreement (2018-2021)

**APPENDIX C: Sponsorship Agreements**

- Community Bank Sponsorship Agreement
- Miller Sponsorship Agreement

**APPENDIX D: Vendor Agreements**

- Ticketmaster Agreement (February 2003)
- Ticketmaster Agreement (February 2011)
- Pepsi Agreement (2016)
- Swanson Agreement (September 2006)
- Pritchard Cleaning Service Agreement

**APPENDIX E: Commercial Lease Agreement**

- YMBL Commercial Lease Agreement (January 2003)

**APPENDIX F: Land Lease Agreements**

- Golden Triangle Sports Academy Lease Agreement (2014)
- Southeast Texas Baseball Academy Lease Agreement (2001)
- Southeast Texas Baseball Academy Lease Agreement (2002)

**APPENDIX G: RV Park Management Agreements**

- Assumed Name Certificate
- Gulf Coast RV Resort Management Agreement (2000)
- Gulf Coast RV Resort Management Agreement (2015)

**APPENDIX H: Deeds**

- Deed of Gift (Phelan)
- Special Warranty Deed (Phelan)

**APPENDIX I: Survey, Site Plans, Aerials****APPENDIX J: Ford Park Building Plans (Arena, Arena Floor Plans, Ball Fields)****APPENDIX K: Fair Market Value Appraisal****APPENDIX L: Unaudited Financial Statements for the Property through September 30, 2020.**

**E. ASSIGNMENT:** This Contract shall bind and inure to the benefit of Seller and Buyer and their respective successors and permitted assigns. Buyer shall not assign Buyer's rights under this Contract without the prior written consent of Seller.

**16. TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday or legal holiday.

**17. CLOSING DATE:** The closing date of this contract for the purpose of performance of all obligations is the date the parties execute this contract.

Seller: Jefferson County, Texas

By: \_\_\_\_\_

(Signature)

Printed Name: Jeff Branick

Title: County Judge

Date: 2/23/21

Buyer: Port Arthur Renaissance GP, LLC d/b/a  
Renaissance Development Group

By: \_\_\_\_\_

(Signature)

Printed Name: Kevin Johnson

Title: Vice President

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**CONSENT TO ASSIGN AGREEMENT**

STATE OF TEXAS           §

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON   §

On August 31, 1999, TE Products Pipeline Company, Limited Partnership, as Grantee, entered into a Pipeline Right-of-Way and Easement with Richard E. Doornbos, et al as Grantor, under that certain instrument recorded in the Official Public Records of Jefferson County, Texas under Entry No. 1999039695 for three (3) 12" pipelines and appurtenances upon that certain tract of land out of and part of the A-242, T.&N.O.R.R. Survey in Jefferson County, Texas, which is also referred to as easement agreement 1215-TX-JF-J-56.00000 (the "Agreement").

**WHEREAS:** TE Products Pipeline Company, Limited Partnership, a Delaware limited partnership, converted to a Texas limited partnership on June 30, 2007.

**WHEREAS:** TE Products Pipeline Company, Limited Partnership, a Texas limited partnership, merged with and into TE Products Pipeline Company, LLC, effective June 30, 2007.

**WHEREAS:** TE Products Pipeline Company, LLC, a Texas limited liability company, changed its name to Enterprise TE Products Pipeline Company LLC ("Enterprise TE") on March 25, 2010.

**WHEREAS:** The companies of BASF Corporation ("BASF") and Total Petrochemicals Pipeline USA, Inc. ("TOTAL") formed a joint venture Southeast Texas Pipelines LLC ("STP"), whose address is 11750 Katy Freeway, Suite 120, Houston, TX 77079.

**WHEREAS:** Enterprise TE desires to assign all of its rights in the Agreement to STP. On the effective date of the assignment, STP shall remain committed to and shall assume all of Enterprise TE's rights, benefits, duties, and obligations as Grantee under the Agreement.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby irrevocably consents to the (i) assignment of Enterprise TE's interests in and to the Agreement, as Grantee, to STP, and (ii) assumption by STP of Enterprise TE's rights, benefits, duties, and obligations as Grantee under the Agreement.

EXECUTED on the date of the acknowledgment hereto, but effective on the effective date of the assignment to STP.

GRANTOR:

Jefferson County

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GRANTEE:

Enterprise TE Products Pipeline Company  
LLC

By: \_\_\_\_\_

Name: John F. Sanchez

Title: Agent & Attorney-in-Fact

# ACKNOWLEDGEMENT

(Entity)

STATE OF TEXAS §

§

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

(seal)

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGEMENT****(Entity)**

STATE OF TEXAS           §

§

COUNTY OF HARRIS       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by John F. Sanchez, as Agent and Attorney-in-Fact of Enterprise TE Products Pipeline Company LLC.

(seal)

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 Notary Public

My Commission Expires: \_\_\_\_\_

**PLEASE RETURN RECORDED ORIGINAL TO:**  
**Enterprise TE Products Pipeline Company LLC**  
**Attn: 9420 WSH - Land Department – John F. Sanchez**  
**P.O. Box 4324**  
**Houston, Texas 77210-4324**



1999079695 24 PGS

19990 695

THE STATE OF TEXAS  
COUNTY OF JEFFERSON

§  
§  
§

**E A S E M E N T**

KNOW ALL MEN BY THESE PRESENTS: That, we, **RICHARD E. DOORNBOS**, Individually; **BILLY W. DOORNBOS**, Individually; **PEGGY DOORNBOS THOMAS**, Individually; **R. L. BARNETT, JR.**, Individually; **H. C. Youmans** and **Herbert C. Youmans, II**, as Trustees of the **MAY YOUNG TRUST**; **MILDRED JACKSON**, **CAROLYN BARNETT**, **HARRY DONALD BARNETT**, and **CORNELUS DOORNBOS, III**, by and through our Agent and Attorney-In-Fact, **Billy W. Doornbos**; and **Barbara Doornbos Walters**, **Jeana Dishman Evans**, **Billy W. Doornbos**, and **Richard E. Doornbos**, as Trustees of the **WILLIAM AND OPAL DOORNBOS TRUST FOR THE BENEFIT OF BARBARA DOORNBOS WALTERS**, **WILLIAM AND OPAL DOORNBOS TRUST FOR THE BENEFIT OF JEANA DISHMAN EVANS**, and **WILLIAM AND OPAL DOORNBOS TRUST FOR THE BENEFIT OF DELLANN ELIZABETH WALTERS**, hereinafter called Grantors (whether one or more), whose mailing address is Post Office Box 696, Nederland, Texas 77627, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS in hand paid by **TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP**, a Delaware limited partnership, whose mailing address is Post Office Box 2521, Houston, Texas 77252, hereinafter called Grantee, the receipt of which is hereby acknowledged, and the further consideration of the covenants and agreements of Grantee as hereinafter set forth, have GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents do GRANT, BARGAIN, SELL, and CONVEY unto Grantee, with the restrictions and upon the covenants and conditions below stated:

A right-of-way and easement to construct, lay, maintain, inspect, operate, protect, repair, alter, replace, change, and remove three (3) pipelines no larger than twelve inches (12") in nominal diameter, one for the transportation of propylene only, one for the transportation of ethylene only, and one for the transportation of natural gasoline only (NO saltwater, brine, or hazardous waste) on, over and along a permanent right-of-way which shall be thirty feet (30') in width and which right-of-way is on and across the following described land in Jefferson County, Texas, and being located and described as follows:

That certain tract of land out of the T.&N.O.R.R. Survey, Abstract No. 242, Jefferson County, Texas, more fully described in conveyance deed, dated June 22, 1934, as recorded in Volume 388, Page 177, of the Deed Records of Jefferson County, Texas.

The right-of-way and easement being thirty feet (30') in width and lying fifteen feet (15') on either side of the following centerline:

CENTERLINE

BEGINNING North 30°54'41" West, 2978.59 feet from the recognized Southwest corner of the aforesaid referred to Richard E. Doornbos, et al, tract of land, also being on the North line of a Lower Neches Valley Authority Canal, said POINT OF ENTRY having coordinates, N13922107.73 and E3541823.03;

THENCE North 87°17'19" East at 249.23 feet an angle point in said centerline;

THENCE North 87°00'38" East at 510.52 feet an angle point in said centerline;

THENCE North 87°17'17" East at 1151.32 feet an angle point in said centerline;

THENCE North 87°18'27" East at 1946.21 feet an angle point in said centerline;

THENCE North 87°10'08" East at 563.55 feet intersect the East line of said Richard E. Doornbos, et al, tract, also being on the West line of a tract of land conveyed to Leta Young Latham as recorded under Cause No. 18479 of the Probate Records of Jefferson County, Texas, and being the POINT OF EXIT of said easement centerline and having coordinates N13922319.87 and E3546238.76; said point bearing South 02°53'05" East 1461.60 feet from a point for the recognized Northeast corner of the aforesaid referred to Richard E. Doornbos, et al, tract of land.

This centerline contains 267.93 rods, more or less.

**NOTE:** The bearings, distances, and coordinates used in this description are based on Texas State Plane Coordinates, South Central Zone, Lambert Projections, NAD83.

See the attached plat, labeled Exhibit "A", which is incorporated herein by reference.

Together with a temporary right-of-way and easement to be used during construction of the pipelines contemplated hereby which right-of-way and easement shall revert to Grantors upon completion of the initial construction of said pipelines, said temporary right-of-way and easement being an additional fifty-five feet (55'), where available, on the northerly side of the above described centerline and fifteen feet (15'), where available, on the southerly side of the above described centerline.

This Easement is made subject to any and all present and future easements, mineral leases, and other encumbrances of record or easily discoverable from a careful inspection of the ground and subject to any and all present and future farm, hunting, trapping, and other leases and/or permits.

**The above-described centerline description was furnished to Grantors by Grantee. If this right-of-way encroaches on any other company's right-of-way space in any way, then Grantee agrees that it will obtain permission from said company before laying its pipelines and that it will indemnify and hold Grantors harmless for any such encroachment.**

**TO HAVE AND TO HOLD** the above granted rights and easements together with, all and singular, the privileges and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, for the purposes herein granted (subject to the early termination and abandonment provisions on page 17 below), with ingress to and egress from said right-of-way within the limits of said right-of-way as herein described and delineated, with the further right to maintain the right-of-way and easement herein granted clear of trees, undergrowth, and brush to the extent that Grantee deems necessary to exercise the rights hereby granted. **HOWEVER, GRANTEE MAY NOT USE ANY HERBICIDES OR OTHER CHEMICALS TO CONTROL THE UNDERGROWTH.**

GRANTEE DOES NOT HAVE THE RIGHT TO ENTER SAID LAND UNTIL GRANTEE HAS GIVEN GRANTORS AN ORIGINAL OF THIS EASEMENT EXECUTED AND ACKNOWLEDGED BY AN AUTHORIZED OFFICER OF GRANTEE.

The above conveyance is subject to the covenants hereby made by Grantee and the conditions that Grantee will, as soon as reasonably possible:

1. Fully restore and level the surface of said land to, as nearly as can reasonably be done, the same condition as same was prior to any such operations so that there will not be any permanent mounds, ridges, sinks, or trenches left by any of Grantee's operations;
2. Fully restore to at least as good condition as same were prior to any of Grantee's operations, all private roads, drainage or irrigation ditches, canals, and other improvements of Grantors, if any, disturbed or damaged by any of Grantee's operations hereunder and during any such construction will provide to Grantors access across such right-of-way where same crosses any private roads;
3. Where Grantee has procured the permission of Grantors, or of others, to use any private roads located on the described lands or on lands adjacent to the hereby granted right-of-way, and which roads serve and/or are useful to the lands of Grantors adjacent to said right-of-way and which permission is to use same for transportation of any kind, Grantee will promptly upon the completion of any such use, fully restore all such roads to at least their same condition as same were in prior to such use and operations;
4. Fully and in all things promptly restore and replace any and all damage done to any fences or other animal containing installations of Grantors in exercising any of the rights granted hereby;

5. Bury all pipe to a minimum depth of thirty-six inches (36") between the top of the pipe and the existing ground level upon completion of construction;

6. Pay for any and all damage to growing crops, fences, trees, livestock, plowed land, irrigation installations, and other improvements of Grantors and their tenant(s) on said land which may arise from the construction, maintenance, and operation of said pipelines;

7. PAY FOR ANY AND ALL DAMAGE TO SAID LAND RESULTING FROM SPILLS OR LEAKS FROM GRANTEE'S PIPELINES OR RESULTING FROM GRANTEE'S OPERATIONS HEREUNDER, REGARDLESS OF THE CAUSE AND WITHOUT REGARD TO ANY NEGLIGENCE OR FAULT ON THE PART OF GRANTORS, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, OR ASSIGNS; provided, however, the provisions of this paragraph shall not be deemed applicable to damage attributable to the negligence of Grantors, their employees or agents if a judge or jury determines said conduct to be the sole cause of said damage in a suit in which Grantors are a party and a final judgment is entered on said finding;

8. Properly backfill excavated ditches to a substantially level condition and clean up in a good workmanlike manner;

9. Inspect the pipeline right-of-way within sixty (60) days of completion of the pipelines, refill and repair any sinking backfill so that there is a minimum of thirty-six inches (36") between the top of the pipe and the ground level, and level the land to its original contour;

10. Obtain any and all federal, state, or local permits, if any, needed to construct the pipelines contemplated hereunder;

11. Give Grantors and their tenant(s) at least fifteen (15) days notice before it begins any construction or maintenance activities (except in emergencies) (Grantors' current Tenant is Ricky Evans, whose telephone number is (409) 724-0856); and

12. Furnish Grantors a survey and plat showing the exact location of the pipelines after their installation has been completed;

The rights and easements herein granted are not exclusive, but Grantors shall have the right to grant other easements to other persons from time to time, providing, however, that same do not interfere with Grantee's operations and rights hereunder. Grantors specifically reserve the absolute right to grant easements to others, to deposit, dump, or place uncontaminated spoil and similar earth-filling products on and over said land and right-of-way, provided, however, that such deposit, dump, or placement of spoil or other earth-filling products or materials shall not increase the current elevation of the surface over the right-of-way any greater than five feet (5').

As a part of the consideration hereof, it is hereby specifically agreed by and between Grantors and Grantee that if, at any time hereafter, Grantors, their heirs, beneficiaries, executors, or administrators shall determine to construct any roads, streets, highways, canals, laterals, ditches, or utility facilities across (as opposed to length-wise) the hereby granted right-of-way, Grantors, their heirs, beneficiaries, executors, or administrators shall have the absolute right and privilege to do so, and Grantee, at its sole cost and risk after reasonable notice by Grantors, their heirs, beneficiaries, executors, or administrators to do so, will make such alterations in place to its pipelines (including lowering, encasing, or moving them) as are necessary to protect such pipelines from any damage as a result of the construction and

maintenance of any roads, streets, highways, canals, laterals, ditches, or utility facilities. Grantors, their heirs, beneficiaries, executors, or administrators shall in no manner be liable for any damage to Grantee for any injury or damage done to such pipelines as a result of such construction; provided, however, that any such crossings above or below ground of the easement and right-of-way shall be constructed at an angle of not less than thirty degrees (30°) to the longitudinal axis of the easement and right-of-way. Notwithstanding the above, Grantee shall reserve the right to seek and recover its costs to encase, lower, or otherwise protect its facilities from any governmental party or third party, except for Grantors, their heirs, beneficiaries, executors, or administrators.

Grantors have not inspected the condition of the above-described premises. GRANTEE, HOWEVER, IS ON NOTICE THAT THERE ARE ELECTRICAL UTILITY LINES AND FACILITIES AS WELL AS SEVERAL OIL AND GAS PIPELINES BELOW THE GROUND. Therefore, this Easement is conditioned upon Grantee, through its duly authorized representative, agreeing to enter the property on an "AS IS" basis and at the sole risk of Grantee with respect to the condition of the premises. BY ITS ACCEPTANCE HEREOF, GRANTEE AGREES THAT IT IS RECEIVING THE PREMISES "AS IS" AND IN ITS PRESENT CONDITION WITH ALL DEFECTS, IF ANY, AND THAT GRANTEE SHALL HAVE THE SOLE RESPONSIBILITY FOR DETERMINING THE LOCATION OF EXISTING PIPELINES AND ELECTRICAL UTILITY LINES AND FACILITIES.

AS A PART OF THE CONSIDERATION HEREOF, IT IS SPECIFICALLY AGREED BY AND BETWEEN GRANTORS AND GRANTEE THAT GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS GRANTORS, THEIR REPRESENTATIVES,

AGENTS, AND EMPLOYEES AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, OR ASSIGNS (HEREINAFTER REFERRED TO JOINTLY AND SEVERALLY AS INDEMNITEES), OF AND FROM, ANY AND ALL, CLAIMS FOR LOSS, DAMAGE, DEATH, OR INJURY OF ANY KIND AGAINST INDEMNITEES BY ANY PERSON, FIRM, ASSOCIATION, PARTNERSHIP, TRUST, CORPORATION, OR ENTITY, AND SPECIFICALLY INCLUDING BUT NOT LIMITED TO CLAIMS BY GRANTEE, GRANTORS' OR GRANTEE'S AGENTS, EMPLOYEES, INVITEES, LICENSEES, CONTRACTORS, OR SUBCONTRACTORS, OR THE AGENTS, EMPLOYEES, INVITEES, OR LICENSEES OF GRANTORS' OR GRANTEE'S CONTRACTORS OR SUBCONTRACTORS, OR ANY TRESPASSER OR THIRD PERSON, WHICH CLAIMS ARISE OUT OF OR ARE CAUSED BY OR ARE ATTRIBUTABLE TO THE EASEMENT HEREIN GRANTED OR GRANTEE'S OPERATIONS CONTEMPLATED HEREUNDER. GRANTEE'S INDEMNITY OBLIGATION SHALL INCLUDE BUT NOT BE LIMITED TO CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE BASED UPON, IN WHOLE OR IN PART, THE THEORY OF PREMISES LIABILITY, STRICT LIABILITY, NEGLIGENCE, TRESPASS, AND PRODUCTS LIABILITY AND SHALL INCLUDE THOSE CLAIMS BASED UPON ANY DEFECT OR CONDITION OF THE PREMISES OR APPURTENANCES OR ROADWAYS, REGARDLESS OF WHETHER OR NOT SUCH DEFECT IS OPEN AND OBVIOUS OR LATENT AND HIDDEN OR BECAUSE OF THE EXISTENCE OF OTHER PIPELINES, POWER LINES, OR OTHER HAZARDOUS OR DANGEROUS CONDITIONS OR FACILITIES ON OR IN THE VICINITY OF THE RIGHT-OF-WAY OR TEMPORARY RIGHT-OF-WAY, (WHETHER



SUCH DEFECT OR CONDITION BE DUE TO THE SOLE NEGLIGENCE OF GRANTORS OR WHETHER GRANTORS WERE NEGLIGENT IN FAILING TO WARN GRANTEE OF SUCH DEFECT OR CONDITION), THOSE CLAIMS BASED UPON THE NEGLIGENCE OF GRANTEE OR GRANTEE'S AGENTS, EMPLOYEES, INVITEES, LICENSEES, CONTRACTORS, OR SUBCONTRACTORS, OR THE AGENTS, EMPLOYEES, INVITEES, OR LICENSEES OF GRANTEE'S CONTRACTORS OR SUBCONTRACTORS OR THOSE CLAIMS BASED UPON THE JOINT OR CONCURRENT NEGLIGENCE OF ANY COMBINATION OF INDEMNITEES AND GRANTEE OR GRANTEE'S AGENTS, EMPLOYEES, INVITEES, LICENSEES, CONTRACTORS, OR SUBCONTRACTORS, OR THE AGENTS, EMPLOYEES, INVITEES, OR LICENSEES OF GRANTORS' OR GRANTEE'S CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNITY FOR PROPERTY DAMAGE AND PERSONAL INJURY SHALL EXTEND TO ANY PROPERTY DAMAGE TO ANY AND ALL PIPELINES AND POWER LINES ON THE PROPERTY, WHETHER WITHIN THE EASEMENT OR NOT, CAUSED BY GRANTEE'S OPERATIONS HEREUNDER. Except in the case of premises liability, nothing contained herein shall be deemed applicable to any claim or cause of action attributable to the negligence of any of the Indemnitees if a judge or jury determines said conduct to be the sole cause of said damage in a suit in which Grantors are a party and a final judgment is entered on said finding.

IT IS THE INTENTION OF THE PARTIES HERETO THAT IN THE EVENT A SUIT IS FILED BY ANY PERSON, FIRM, ASSOCIATION, PARTNERSHIP, TRUST, CORPORATION, OR ENTITY, SUCH AS GRANTORS' OR GRANTEE'S AGENTS, EMPLOYEES, INVITEES, LICENSEES, CONTRACTORS, OR SUBCONTRACTORS, OR

THE AGENTS, EMPLOYEES, INVITEES, OR LICENSEES OF GRANTORS' OR GRANTEE'S CONTRACTORS OR SUBCONTRACTORS, OR ANY TRESPASSER OR THIRD PERSON, AGAINST INDEMNITEES, WHICH ARISES OUT OF OR IS CAUSED BY OR ATTRIBUTABLE TO THE EASEMENT HEREIN GRANTED AND BASED UPON SUCH THEORIES AS ARE LISTED ABOVE, THEN GRANTEE WILL DEFEND SAID SUIT OR SUITS AT ITS OWN EXPENSE AND WILL PAY ANY JUDGMENT OR JUDGMENTS RENDERED AGAINST INDEMNITEES, AND IN THE EVENT GRANTEE FAILS TO DEFEND SAID SUIT ON BEHALF OF INDEMNITEES, THEN INDEMNITEES MAY EMPLOY THEIR OWN ATTORNEY AND FURNISH THEIR OWN DEFENSE AND GRANTEE AGREES TO PAY ALL REASONABLE ATTORNEY'S FEES THEREFOR AND ALL EXPENSES AND COSTS INCIDENT TO THE DEFENSE OF SAID SUIT AND TO PAY FOR ANY SETTLEMENT MADE AT THE DISCRETION OF INDEMNITEES AND TO PAY ANY MONEY JUDGMENT RENDERED AGAINST INDEMNITEES.

GRANTEE, LIKEWISE, AGREES TO INDEMNIFY AND HOLD GRANTORS, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, OR ASSIGNS HARMLESS OF AND FROM LIABILITY FOR ANY AND ALL CLAIMS FOR LOSS, DAMAGE, DEATH, OR INJURY OF ANY KIND TO ALL PERSONS SUSTAINING INJURY TO PROPERTY OR PERSONAL INJURY, ARISING OUT OF ANY LEAK, EXPLOSION, OR BLOWOUT OF THE PIPELINES AFTER THE SAME ARE IN PLACE, INCLUDING AGENTS, SERVANTS, AND EMPLOYEES OF GRANTORS AND ANYONE ON THE PREMISES DESCRIBED ABOVE, REGARDLESS OF THE CAUSE, INCLUDING THE NEGLIGENCE OF GRANTEE OR GRANTEE'S AGENTS, EMPLOYEES, INVITEES,

LICENSEES, CONTRACTORS, OR SUBCONTRACTORS, OR THE AGENTS, EMPLOYEES, INVITEES, OR LICENSEES OF GRANTEE'S CONTRACTORS OR SUBCONTRACTORS, AND THE JOINT OR CONCURRENT NEGLIGENCE OF ANY COMBINATION OF INDEMNITEES AND GRANTEE OR GRANTEE'S AGENTS, EMPLOYEES, INVITEES, LICENSEES, CONTRACTORS, OR SUBCONTRACTORS, OR THE AGENTS, EMPLOYEES, INVITEES, OR LICENSEES OF GRANTEE'S CONTRACTORS OR SUBCONTRACTORS. Nothing contained herein shall be deemed applicable to any claim or cause of action attributable to the negligence of any of the Indemnitees if a judge or jury determines said conduct to be the sole cause of said damage in a suit in which Grantors are a party and a final judgment is entered on said finding.

Grantee agrees to maintain in full force and effect, at its own expense, the following minimum liability insurance coverage during the life of this Easement:

TYPE OF INSURANCE	LIMITS OF LIABILITY
Comprehensive Automobile Liability Insurance	\$1,000,000
Commercial General Liability Insurance	General Aggregate: \$1,000,000 Products-Completed Operations Aggregate: \$1,000,000 Personal and Advertising Injury: \$1,000,000 Each Occurrence: \$1,000,000 Fire Damage Legal Liability (any one fire): \$50,000
Workers Compensation	Statutory Amount
Employers Liability	Disease: \$1,000,000 Each Occurrence: \$1,000,000 Aggregate: \$1,000,000
Umbrella Liability Insurance	\$5,000,000

Grantee agrees that, in the event of loss due to any of the perils for which agreed insurance coverage is provided, Grantee shall look solely to its insurance for recovery and not to Grantors. Grantors shall be named as additional insureds, as Grantors' interest may appear, on all such policies of insurance, excluding Worker's Compensation and Employer's Liability Insurance, and all policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against Grantors. Such policies shall be endorsed to insure contractual liabilities of Grantee including but not limited to the indemnities of Grantee to Grantors under this Easement. Grantee shall deliver a certificate of insurance to Grantors within ten (10) days after the date of this Easement. All such policies shall contain an endorsement in favor of Grantors that no modification or termination of any such policy shall be effective upon less than thirty (30) days prior written notice to Grantors.

Further, Grantee covenants and warrants that Grantee and Grantee's use of the land will at all times comply with and conform to all laws, statutes, ordinances, rules, and regulations of any governmental, quasi-governmental, or regulatory authority ("Law") which relate to the transportation, placement, handling, treatment, discharge, or disposal (collectively "Treatment") of oil, gas, and any petroleum or substance which is regulated by any law, statute, ordinance, rule, or regulation. Specifically, and without limiting the foregoing, Grantee agrees that (1) no toxic or hazardous substances shall be generated, treated, stored, disposed of, or otherwise deposited or released in or on the land; (2) Grantee will not engage in and will not permit any other party to engage in any activity with respect to the land which could cause (a) the land or the adjoining property to become a non-exempt or hazardous waste treatment, storage, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976

(RCRA), as now or hereafter amended, or any similar state law or local ordinance or other environmental law, (b) a release or threatened release of a hazardous substance from or to the land or the adjoining property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as now or hereafter amended or any similar state law or local ordinance or other environmental law, or (c) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act or the Clean Air Act or any similar state law or local ordinance or other environmental law; (3) Grantee shall not permit any substance or conditions in or on the land which might support a claim or cause of action under RCRA, CERCLA, or any other federal, state or local environmental statutes, regulations, ordinances, or other environmental regulatory requirements.

Immediately upon receipt of any Notice, as hereinafter defined, Grantee shall deliver to Grantors a true, correct, and complete copy of any written Notice or a true, correct, and complete report of any unwritten Notice. "Notice" shall mean any note, notice, or report of any of the following: (1) any dispute, suit, proceeding, investigation, order, consent order, injunction, writ, award, or action related to or affecting or indicting the Treatment of any product or substance, in or affecting the land; (2) any spill, contamination, discharge, leakage, release, or escape of any product or substance in or affecting the land, whether sudden or gradual, accidental or anticipated, or of any other nature (hereinafter "Spill"); (3) any claims by or against any insurer related to or arising out of any product or substance in or affecting the land; or (4) any recommendations of, requirements of, or deficiency noted by any governmental

or regulatory agency, or insurer relating to any Treatment of product or substance in or affecting the land.

In the event that (a) Grantee has caused, suffered, or permitted, directly or indirectly, any Spill in or affecting the land, or (b) any Spill of any product or substance has occurred on the land or adjoining premises, then Grantee shall immediately take all of the following actions: (1) notify Grantors, as provided herein; (2) take all steps necessary per federal, state, or other governmental or legal requirements, to clean up all such Spill and any contamination related to the Spill; (3) fully restore the land to its condition prior to the Spill; and (4) post a bond with Grantors (drawn upon a company approved by Grantors), which bond shall be in an amount sufficient to meet all of Grantee's obligations under this paragraph, as a performance guarantee whereby Grantors shall have the unfettered and unconditional right to draw against the bond in their discretion in the event Grantee is unable or unwilling to meet its obligations under this section.

GRANTEE HEREBY AGREES THAT IT WILL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS GRANTORS (WHETHER ONE OR MORE OR ALL) AND THEIR RESPECTIVE HEIRS, SUCCESSORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND ASSIGNS (COLLECTIVELY "INDEMNIFIED PARTIES") AGAINST AND FROM, AND TO REIMBURSE THE INDEMNIFIED PARTIES WITH RESPECT TO, ANY AND ALL DAMAGES, CLAIMS, LIABILITIES, LOSSES, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, RESPONSE COSTS, REMEDIATION, ABATEMENT COSTS, MITIGATION COSTS, HARM TO THE ENVIRONMENT, PROPERTY DAMAGE, REASONABLE ATTORNEYS' FEES AND EXPENSES, COURT COSTS,

ADMINISTRATIVE COSTS, AND COSTS OF APPEALS), INCURRED BY OR ASSERTED AGAINST THE INDEMNIFIED PARTIES BY REASON OR ARISING OUT OF: (A) THE BREACH OF ANY REPRESENTATION OR UNDERTAKING OF GRANTEE UNDER THIS EASEMENT, OR (B) ARISING OUT OF THE TREATMENT OF ANY PRODUCT OR SUBSTANCE BY GRANTEE OR ANY LICENSEE, OR OTHER PARTY OCCUPYING OR USING THE LAND UNDER THE AUTHORITY OF GRANTEE, OR (C) IN THE EVENT OF ANY SPILL GOVERNED BY THE TERMS OF THIS EASEMENT, OR (D) ARISING OUT OF OR RELATED TO GRANTEE'S USE OF THIS EASEMENT.

GRANTEE SHALL ASSUME, ON BEHALF OF GRANTORS, AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH, THE DEFENSE OF ALL CLAIMS ARISING OUT OF THE EXERCISE OF THE RIGHTS HEREIN GRANTED TO GRANTEE OR IN CONNECTION WITH OR GROWING OUT OF THIS AGREEMENT OR THE PERFORMANCE BY GRANTEE OF THE OBLIGATIONS HEREUNDER WHICH MAY BE BROUGHT AGAINST GRANTORS, WHETHER OR NOT GRANTEE IS JOINED THEREIN, EVEN IF SUCH CLAIMS BE GROUNDLESS, FALSE OR FRAUDULENT, AND SHALL BEAR THE COSTS OF ALL JUDGMENTS AND SETTLEMENTS IN CONNECTION THEREWITH, PROVIDED, HOWEVER, WITHOUT RELIEVING GRANTEE OF ANY OBLIGATIONS UNDER THIS EASEMENT, GRANTORS, AT GRANTORS' ELECTION, MAY DEFEND OR PARTICIPATE IN THE DEFENSE OF ANY AND ALL OF THE CLAIMS.

Further, Grantee shall notify Grantors of any application for an environmental permit and the granting or denial of any such permit (of which it has knowledge). It shall also provide

Grantors with copies of all environmental site assessments performed on the premises at the request of Grantee, its successors and assigns, and all environmental audits performed on the premises by a third party (not at Grantee's request) or government agency if Grantee is provided a copy by the agency or third party.

If at any time Grantee transports, stores, or disposes of any substance other than those allowed hereunder, Grantee agrees to disclose to Grantors the names of those substances, including all hazardous materials or waste, which were transported, stored, used, or disposed of on the right-of-way premises by January 1 of the following year. This duty to report shall continue through the year after the termination or cancellation of this Easement.

Grantee agrees that Grantors may periodically monitor the premises for the presence of hazardous materials or waste; however, Grantors shall not be required to do so. If at any time hazardous materials or waste (which have resulted from Grantee's pipelines or Grantee's operations hereunder) are found on said premises by Grantors' environmental consultant, then Grantee shall reimburse Grantors for the fees charged by said consultant and immediately take all steps necessary to clean up the premises as provided above.

**All of the foregoing environmental provisions and environmental indemnity obligations shall survive the termination or cancellation of this Easement.**

Grantee agrees that it will NEVER use said pipelines for the transportation, storage, or disposal of saltwater, brine, hazardous materials or waste, or any other substance other than propylene, ethylene, and natural gasoline, and, in the event that it does, this easement will AUTOMATICALLY terminate.



GRANTEE AGREES, BY ITS ACCEPTANCE HEREOF, THAT IT IS RECEIVING THE PREMISES ON AN "AS IS" BASIS AND THAT GRANTORS HAVE NOT MADE ANY REPRESENTATIONS TO IT PERTAINING TO THE ENVIRONMENTAL STATUS OF THE PROPERTY, *I.E.*, AS TO THE PRESENCE OR ABSENCE OF HAZARDOUS WASTE ABOUT THE PREMISES OR THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY TO THE VARIOUS FEDERAL, STATE OR LOCAL STATUTES, LAWS, ORDINANCES, REGULATIONS, ORDERS, OR DECREES REGULATING OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY) OR STANDARDS OF CONDUCT CONCERNING HAZARDOUS WASTE.

It is specifically agreed that in the event Grantee, its successors or assigns, shall fail to complete the construction of the pipelines contemplated to be laid hereunder within eighteen (18) months of the execution of this Easement, all rights granted hereunder shall thereupon cease and revert to Grantors, their heirs, executors, administrators, successors, and assigns. If at any time after said pipelines are constructed, Grantee ceases to use the rights herein granted for the purposes hereinabove set forth, for as long as twenty-four (24) consecutive months, all rights granted hereunder shall thereupon cease and revert to Grantors, their heirs, executors, administrators, successors, and assigns. Such automatic termination and reversion shall only apply to the pipeline or pipelines that Grantee has abandoned or ceased to use.

Grantee shall remove all pipelines and other equipment used in connection with this Easement within three (3) months of the termination or cancellation (regardless of the cause) of the Easement. Grantee further agrees to fully restore and level the surface of said land to, as nearly as can reasonably be done, after such removal to where same shall be in as nearly as

reasonably possible the same condition as before such removal so that there will not be any permanent mounds, ridges, sinks, or trenches. In the event Grantee fails to remove said items within three (3) months after the termination or cancellation of the Easement, then Grantors, at Grantee's expense, may remove the pipelines and other equipment and level the surface.

The said Grantors are to fully use and enjoy the said premises, except for the purposes herein granted unto the said Grantee, and provided that said Grantors shall not construct or permit to be constructed any house, structures, or obstruction on or over, or that will interfere with the construction, maintenance, or operations of the pipelines constructed hereunder. Nothing in this paragraph shall in any manner restrict the Grantors' rights with reference to roads, streets, highways, canals, laterals, ditches, and utility facilities hereinabove excepted, retained, and set forth, except as set forth otherwise in this agreement.

Grantee may not assign, sublet, encumber, or otherwise transfer the rights herein granted without the written consent of Grantors, their heirs, executors, administrators, personal representatives, successors, or assigns. Such consent shall not be unreasonably withheld. In the event any assignment, sublease, encumbrance, or transfer of rights is made without said consent, it shall be considered null and void. In the event any assignment, sublease, or transfer of rights is made with said consent, the assignee or sublessee must assume all of Grantee's obligations hereunder, and Grantee shall remain responsible for performance of all the obligations of Grantee hereunder.

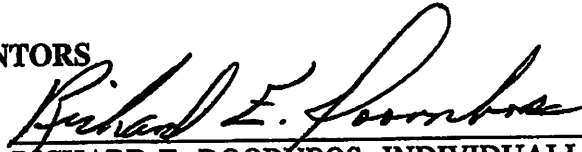
The terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

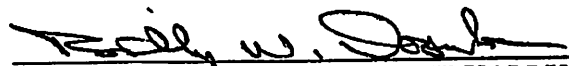
Grantors hereby certify under oath that none of the undersigned is a foreign person, foreign corporation, foreign trust, or foreign estate for purposes of Internal Revenue Code compliance.

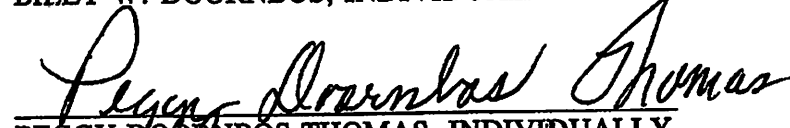
These presents are executed and delivered by Grantors and accepted by Grantee without any warranties, either express or implied, that might arise by common law or statute.

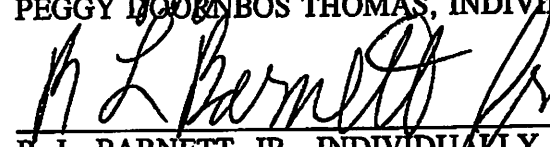
IN WITNESS WHEREOF, these presents are executed on this the 31<sup>st</sup> day of August, 1999.

GRANTORS


  
RICHARD E. DOORNBOS, INDIVIDUALLY

  
BILLY W. DOORNBOS, INDIVIDUALLY

  
PEGGY DOORNBOS THOMAS, INDIVIDUALLY

  
R. L. BARNETT, JR., INDIVIDUALLY

MILDRED JACKSON, CAROLYN BARNETT,  
HARRY DONALD BARNETT, AND CORNELUS  
DOORNBOS, III

BY   
BILLY W. DOORNBOS,  
THEIR AGENT AND ATTORNEY-IN-FACT

## MAY YOUMANS TRUST

BY

  
H. C. YOUMANS

BY

  
HERBERT C. YOUMANS, II

ITS TRUSTEES

WILLIAM AND OPAL DOORNBOS TRUST FOR  
THE BENEFIT OF BARBARA DOORNBOS  
WALTERS, WILLIAM AND OPAL DOORNBOS  
TRUST FOR THE BENEFIT OF JEANA  
DISHMAN EVANS, AND WILLIAM AND OPAL  
DOORNBOS TRUST FOR THE BENEFIT OF  
DELLANN ELIZABETH WALTERS

BY

  
BARBARA DOORNBOS WALTERS

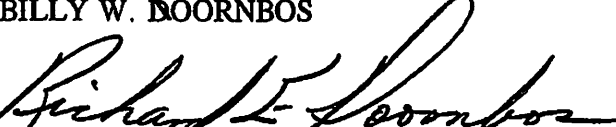
BY

  
JEANA DISHMAN EVANS

BY

  
BILLY W. DOORNBOS

BY

  
RICHARD E. DOORNBOS

THEIR TRUSTEES

## GRANTEE

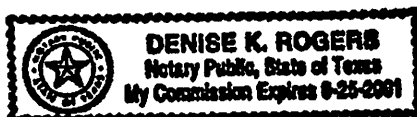
TE PRODUCTS PIPELINE COMPANY,  
LIMITED PARTNERSHIP,  
BY TEXAS EASTERN PRODUCTS PIPELINE  
COMPANY, ITS GENERAL PARTNER

BY *D. Horton Cunningham*  
D. HORTON CUNNINGHAM  
ITS VICE PRESIDENT  
(An Officer)

THE STATE OF TEXAS  
COUNTY OF JEFFERSON

§  
§  
§

This instrument was acknowledged before me on August 31, 1999, by RICHARD E. DOORNBOS, Individually and as Trustee for the WILLIAM AND OPAL DOORNBOS TRUST FOR THE BENEFIT OF BARBARA DOORNBOS WALTERS, WILLIAM AND OPAL DOORNBOS TRUST FOR THE BENEFIT OF JEANA DISHMAN EVANS, and WILLIAM AND OPAL DOORNBOS TRUST FOR THE BENEFIT OF DELLANN ELIZABETH WALTERS; by BILLY W. DOORNBOS, Individually, as Agent and Attorney-in-Fact on behalf of CORNELUS DOORNBOS, III, MILDRED JACKSON, CAROLYN BARNETT, HARRY DONALD BARNETT, and as Trustee of the WILLIAM AND OPAL DOORNBOS TRUST FOR THE BENEFIT OF BARBARA DOORNBOS WALTERS, WILLIAM AND OPAL DOORNBOS TRUST FOR THE BENEFIT OF JEANA DISHMAN EVANS, and WILLIAM AND OPAL DOORNBOS TRUST FOR THE BENEFIT OF DELLANN ELIZABETH WALTERS; by PEGGY DOORNBOS THOMAS, Individually; by R. L. BARNETT, JR., Individually; by H. C. YOUMANS, as Trustee of the MAY YOUMANS TRUST; by HERBERT C. YOUMANS, II, as Trustee of the MAY YOUMANS TRUST; by BARBARA DOORNBOS WALTERS, as Trustee of the WILLIAM AND OPAL DOORNBOS TRUST FOR THE BENEFIT OF BARBARA DOORNBOS WALTERS, WILLIAM AND OPAL DOORNBOS TRUST FOR THE BENEFIT OF JEANA DISHMAN EVANS, and WILLIAM AND OPAL DOORNBOS TRUST FOR THE BENEFIT OF DELLANN ELIZABETH WALTERS; and by JEANA DISHMAN EVANS, as Trustee of the WILLIAM AND OPAL DOORNBOS TRUST FOR THE BENEFIT OF BARBARA DOORNBOS WALTERS, WILLIAM AND OPAL DOORNBOS TRUST FOR THE BENEFIT OF JEANA DISHMAN EVANS, and WILLIAM AND OPAL DOORNBOS TRUST FOR THE BENEFIT OF DELLANN ELIZABETH WALTERS.



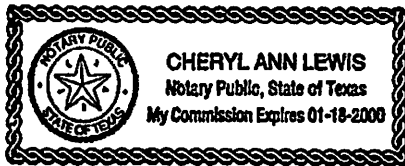
*Denise K. Rogers*  
Notary Public, State of Texas

THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on September 20, 1999, by O. Gordon Cunningham, the Vice President of TEXAS EASTERN PRODUCTS PIPELINE COMPANY, the General Partner of TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of said limited partnership.



Cheryl Ann Lewis  
Notary Public, State of Texas

Prepared by:  
Marleen Roosth Swerdlow  
Post Office Box 10850  
Beaumont, Texas 77710

S 30°54'41" E - 2,978.59'  
(DEED CALL "SOUTHEASTERLY")  
L.N.V.A. (PORT ARTHUR CANAL)  
GULF PIPELINE CO. ---

FILED AND RECORDED

*Sandy Walker*

1999 OCT 14 01:59 PM 1999039695

SANDY WALKER  
COUNTY CLERK  
JEFFERSON COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF JEFFERSON

I hereby certify that this instrument was filed on  
the date and time stamped hereon by me and was duly  
recorded in the Official Public Records of Real Property  
of Jefferson County, Texas, on

OCT 14 1999

*Sandy Walker*

County Clerk, Jefferson County, Texas

AFTER RECORDING, PLEASE  
RETURN DOCUMENT TO:

EAGLETON ENGINEERING CO.  
P.O. BOX 37009  
HOUSTON, TEXAS 77237-7009





Joleen E. Fregia  
 Chief Deputy  
 E-Mail  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

Charlie Hallmark  
 County Treasurer  
 1149 Pearl Street – Basement  
 Beaumont, Texas 77701

Office (409) 835-8509  
 Fax (409) 839-2347  
 E-Mail  
[challmark@co.jefferson.tx.us](mailto:challmark@co.jefferson.tx.us)

February 24, 2021

Judge Jeff R. Branick and  
 Commissioners Court  
 Jefferson County Courthouse  
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of January 31st, 2021, including interest earnings.

The 90 day Treasury discount rate on January 31st, 2021 was 0.06% and the interest on your checking accounts for the month of January was 0.16%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda for March 2nd, 2021, to be received and filed.

Sincerely,

Charlie Hallmark CIO  
 Enclosure

Agenda should read:

Receive and File Investment Schedule for January, 2021,  
 including the year to date total earnings on County funds.





## FISCAL YEAR 2020-2021

### YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	0.100%	\$41,201.10	0.160%	\$4,788.40	0.129%
NOVEMBER	0.080%	\$10,622.45	0.160%	\$196.36	0.120%
DECEMBER	0.090%	\$12,634.41	0.160%	\$143.66	0.088%
JANUARY	0.060%	\$35,117.10	0.160%	\$0.00	0.000%
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
JULY					
AUGUST					
SEPTEMBER					
<b>ANNUAL TOTALS</b>		<b>\$99,575.06</b>		<b>\$5,128.42</b>	<b>\$104,703.48</b>



ORDER OF APPOINTMENT

Effective upon the resignation of Commissioner Brent A. Weaver, Jefferson County Precinct 2, on February 28, 2021, and Pursuant to the provisions of the Texas Local Government Code §87.042 (a), I do hereby appoint Darrell Bush, a suitable resident of Precinct 2, to fill the vacancy of Commissioner Weaver, effective at 12:01 a.m., Monday March 1, 2021.

SIGNED this 22 day of February, 2021.

A handwritten signature in blue ink, appearing to read "Jeff R. Branick", is written over a horizontal line.

**Jeff R. Branick**  
**Jefferson County Judge**



**Form #2201 Rev. 09/2017**  
**Submit to:**  
**SECRETARY OF STATE**  
**Government Filings**  
**Section P O Box 12887**  
**Austin, TX 78711-2887**  
**512-463-6334**  
**512-463-5569 - Fax**  
**Filing Fee: None**



**STATEMENT OF OFFICER**

**Statement**

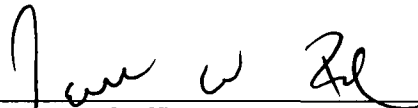
I, Darrell Bush, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: County Commissioner, Jefferson County, Pct. 2

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 3-1-2021

  
Signature of Officer

Rev. 04/2017

This space reserved for office  
useSubmit to:  
Custodian of election records

Filing Fee: None



## OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

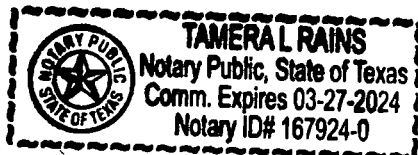
I, Darrell W. Bush, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of COUNTY COMMISSIONER, PRECINCT 2 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God

I furthermore do solemnly swear that I will not be interested, directly or indirectly in a contract with or claim against the county except a contract or claim expressly authorized by law, or a warrant issued to the Judge or Commissioner as a fee of office, so help me God.

State of Texas  
County of Jefferson

Sworn to and subscribed before me  
this

(seal)



1<sup>st</sup> day of March, 2021.

Signature of Notary Public or Other Officer  
Administering Oath

Tamera L. Rains  
Printed or Typed Name

Return to.

DARRELL BUSH  
COMMISSIONER PCT 2  
7759 VITERBO RD  
BEAUMONT, TX 77705

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry, County Clerk  
Jefferson County, Texas

March 02, 2021 01:31:29 PM

FEE \$0.00

2021006681





Travelers Casualty and Surety Company of America  
Hartford, CT 06183

**PUBLIC OFFICIAL BOND -  
FOR DEFINITE TERM**

**BOND NO.** 107393005

KNOW ALL MEN BY THESE PRESENTS, That we Darrell W. Bush  
of 1308 Jackson Ave. NEDERLAND, TX 77627, as Principal, and  
Travelers Casualty and Surety Company of America, a corporation of CT, as Surety are held  
and firmly bound unto Jefferson County Treasurer in the  
penal sum of Three Thousand ( \$3,000.00 ) Dollars, lawful money  
of the United States of America, for the payment of which well and truly to be made, said principal binds  
himself/herself, his/her heirs, executors, administrators and assigns, and said Surety binds itself, its  
successors and assigns, jointly and severally, firmly by these presents.

SEALED and dated this 25 day of February, 2021.

WHEREAS, the said principal has been ☐ elected or ☒ appointed to the office of:  
County Commissioner for a definite term beginning March 01, 2021  
and ending December 31, 2022 and is required to furnish a bond for the faithful performance of  
the duties of the said office or position.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that if the above bounden  
Principal shall (except as hereinafter provided) faithfully perform the duties of his/her said office or  
position during the said term, and shall pay over to the persons authorized by law to receive the same  
all moneys that may come into his/her hands during the said term without fraud or delay, and at the  
expiration of said term, or in case of his/her resignation or removal from office, shall turn over to  
his/her successor all records and property which have come into his/her hands, then this obligation to  
be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the above named Surety shall not be liable hereunder for any loss of  
any public fund resulting from the insolvency of any bank or banks in which said funds are deposited;  
and, if this provision shall be held void, this entire bond shall be void.

AND PROVIDED FURTHER, that the Surety may cancel bond at any time during the said term by  
giving to the obligee a written notice of its desire so to cancel and at the expiration of thirty (30) days  
from the receipt of such notice by the obligee the surety shall be completely released as to all liability  
thereafter accruing. If this provision shall be held void, this entire bond shall be void.

WITNESS:

Darrell W. Bush

*Kim Isaacs*

*Darrell W. Bush*

(Seal)

(Principal)

Travelers Casualty and Surety Company of America

By: *Maria D. Zuniga*  
Maria D. Zuniga

Attorney-in-Fact

Producer Name  
(Required in Arizona Only)





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

# POWER OF ATTORNEY


**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marc W. Boots, Vickie Lacy, Susan Golla, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, and Ryan J. Varela, of Houston, Texas,** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.


By:   
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **February**, 2021



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



## Acceptance of Offer

The Offer is hereby accepted for the following items: Motor Fuel for Jefferson County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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. 21-001/YS, Term Contract for Motor Fuel for Jefferson County. 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

March 2, 2021  
 Date

**Attest:**

  
 Carolyn L. Guidry  
 County Clerk

*Theresa Goodness*



**Bidder Shall Return Completed Form with Offer.**



**Special, March 02, 2021**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, March 02, 2021