

**REGULAR, 5/11/2021 10:30:00 AM**

BE IT REMEMBERED that on May 11, 2021, there was begun and holden a REGULAR 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 (ABSENT)

CHIEF SHAUBERGER

Honorable Theresa Goodness , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*May 11, 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  
 May 11, 2021**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **11th** day of **May 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 **Regular** 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:

10:00 a.m.- WORKSHOP- To receive information from Gabe Gross and the Engineering Department regarding GIS.

11:00 a.m.- WORKSHOP- To receive information from Mr. LeBrie regarding ongoing development of the airport property.

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: Everett "Bo" Alfred, Commissioner, Precinct Four**



*Notice of Meeting and Agenda and Minutes*  
*May 11, 2021*

**PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One**

## **PURCHASING:**

1. Receive and file bid received for Invitation for Bid (IFB 21-022/JW)  
Vehicles for the Jack Brooks Regional Airport.

**SEE ATTACHMENTS ON PAGES 9 - 98**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Bush**

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

**Action: APPROVED**

2. Receive and file bid received for Invitation for Bid (IFB 21-025/YS)  
Term Contract for Asphalt Products for Jefferson County.

**SEE ATTACHMENTS ON PAGES 99 - 170**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Bush**

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

**Action: APPROVED**

3. Execute, receive and file a contract renewal for (IFB 19-012/YS), Term Contract for Marine Motor Fuel for Jefferson County for a second one (1) year option with Sun Coast Resources, Inc. from May 4, 2021 to May 3, 2022.

**SEE ATTACHMENTS ON PAGES 171 - 171**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Bush**

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

**Action: APPROVED**

4. Execute, receive and file a contract for (IFB 20-044/YS), Hurricane Harvey Repairs for Jefferson County Subcourthouse – Port Arthur; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326 with McInnis Construction, Inc. in the amount of \$153,343.00.

**SEE ATTACHMENTS ON PAGES 172 - 180**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Bush**

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

**Action: APPROVED**

***Notice of Meeting and Agenda and Minutes***  
***May 11, 2021***

5. Consider and approve, execute, receive and file an agreement (Agreement 21-034/JW) with Thomson Reuters (Westlaw) and Jefferson County for a West Proflex online subscription for Law Library Patron Access. This is a one-year agreement (July 1, 2021 - June 30, 2022) with a monthly cost of \$ 2,160.02 for two (2) users; this agreement includes an addendum to exclude an auto-renewal of the agreement upon expiration. This agreement is in accordance with Contract # DIR-LGL-CALIR-02 (Option 1A).

**SEE ATTACHMENTS ON PAGES 181 - 184**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Bush**

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

**Action: APPROVED**

6. Consider and approve, contract extensions for (RFP 15-006/DC) and (RFP 15-007/DC), Jefferson County Bank Depository Contract with Wells Fargo Bank from May 11, 2021 through June 25, 2021.

**SEE ATTACHMENTS ON PAGES 185 - 185**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Bush**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

7. Consider and approve budget amendment – Jail – additional cost for inmate medical cost.

120-3062-423-5077	CONTRACTUAL SERVICE	\$600,000.00	
120-3059-421-1043	DEPUTIES		\$300,000.00
120-3059-421-2001	F.I.C.A. EXPENSE		\$50,000.00
120-3059-421-2002	EMPLOYEES' RETIREMENT		\$50,000.00
120-3059-421-2003	EMPLOYEES' INSURANCE		\$100,000.00
120-3060-421-1002	ASSISTANTS & CLERKS		\$100,000.00

**SEE ATTACHMENTS ON PAGES 186 - 186**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*May 11, 2021*

8. Considerand approve budget transfer – District Clerk – purchase high density shelving unit.

120-2031-414-3084	MINOR EQUIPMENT	\$1,525.00	
120-2031-414-6022	FURNITURE & FIXTURES		\$650.00
120-2031-414-5062	TRAVEL EXPENSE		\$875.00

**SEE ATTACHMENTS ON PAGES 187 - 187**

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Pierce**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

9. Regular County Bills – check #482261 through checks #482481.

**SEE ATTACHMENTS ON PAGES 188 - 197**

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Pierce**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

10. Conduct a public hearing regarding amending the Emerald Biofuels Reinvestment Zone Pursuant to Sec. 312.204, Tax Code.

**Motion by: Commissioner Pierce**  
**Second by: Commissioner Sinegal**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

11. Consider and possibly approve an Amended Order for the Emerald Biofuels Reinvestment Zone Pursuant to Texas Tax Code, Sec. 312.204.

**SEE ATTACHMENTS ON PAGES 198 - 202**

**Motion by: Commissioner Bush**  
**Second by: Commissioner Pierce**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*May 11, 2021*

12. Conduct a Public Hearing regarding an Amended Property Tax Abatement Agreement between Jefferson County and Emerald Biofuels Pursuant to Sec. 312.401, Texas Tax Code.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Bush**

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

**Action: APPROVED**

13. Consider, possibly approve, authorize the County Judge to execute an Amended Property Tax Abatement Agreement between Jefferson County and Emerald Biofuels Pursuant to Sec. 312.401, Texas Tax Code.

**SEE ATTACHMENTS ON PAGES 203 - 222**

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

14. Consider and possibly approve an Order to Rescind the Courthouse Re-opening Plan.

**SEE ATTACHMENTS ON PAGES 223 - 223**

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

15. Consider, possibly approve, authorize the County Judge to execute, receive and file a Demolition Waiver for the City of Port Arthur for property located at 2047 8th St., Port Arthur, TX.

**SEE ATTACHMENTS ON PAGES 224 - 231**

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*May 11, 2021*

16. Consider and possibly approve a Resolution for the Beaumont United Basketball Teams.

**SEE ATTACHMENTS ON PAGES 232 - 232**

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

**ADDENDUMS**

17. Consider, possibly approve and authorize the County Judge to execute a Memorandum of Understanding between Lamar State College Port Arthur Department of Workforce & Continuing Education and Jefferson County.

**SEE ATTACHMENTS ON PAGES 233 - 236**

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

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



# JEFFERSON COUNTY PURCHASING DEPARTMENT

**ORIGINAL** *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

March 30, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 21-022/JW) Vehicles for the Jack Brooks Regional Airport. 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. Funding for this equipment provided by CARES Act Grant.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County 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:** Vehicles for the Jack Brooks Regional Airport  
**BID NO:** IFB 21-022/JW  
**DUE DATE/TIME:** 11:00 AM CT, Wednesday, May 5, 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 Jamey West, Assistant Purchasing Agent, at 409-835-8593 or [jwest@co.jefferson.tx.us](mailto:jwest@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 – March 31, 2021 & April 7, 2021

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### **Bid Submissions:**

**Bidder is responsible for submitting: One (1) original and three (3) 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 see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive. <http://www.co.jefferson.tx.us/purchasing/main.htm>



## Instructions to Bidders

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### 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 (3) 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/>

#### **DEADLINE FOR QUESTIONS:**

**The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm CT, Tuesday, April 27, 2021.**

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

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

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

### 3. Courthouse Security

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

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

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:**

<b>January 18, 2021</b>	Martin Luther King, Jr. Day	Monday
<b>February 15, 2021</b>	President's Day	Monday
<b>April 2, 2021</b>	Good Friday	Friday
<b>May 31, 2021</b>	Memorial Day	Monday
<b>July 5, 2021</b>	Independence Day	Monday
<b>September 6, 2021</b>	Labor Day	Monday
<b>November 11, 2021</b>	Veteran's Day	Thursday
<b>November 25 &amp; 26, 2021</b>	Thanksgiving	Thursday & Friday
<b>December 23 &amp; 24, 2021</b>	Christmas	Thursday & Friday
<b>December 31, 2021</b>	New Year's	Friday

#### **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 website <https://www.co.jefferson.tx.us/Purchasing/> as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

#### 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 Change Order.** No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect

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

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

**4.4 Termination.** Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies

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

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

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

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

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

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

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

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

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

## 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:**

(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 (IFB 21-022/JW) Vehicles for the Jack Brooks Regional Airport

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 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 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**

**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 (3) 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.** ✓ = ACTIVE

### 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."

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

### **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

**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 9 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

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The following requirements and specifications **supersede** General Requirements where applicable. Contact Jamey West, Assistant Purchasing Agent (e-mail: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us); phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 21-022/JW.

### **Scope**

Jefferson County is soliciting bids for Vehicles for the Jack Brooks Regional Airport.

All bids should be for **brand new**, completely unused equipment.

**The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required).**

**All bidders bidding equivalent items shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.**

### **Instructions to Bidders: Brand Reference/Equivalent Item Bids**

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

### **EQUIVALENT/ALTERNATE ITEMS:**

Bidder Submitting Bid for Equivalent/Alternate Items Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)
- **ITEMIZED COMPARISON** documenting equivalence for dimensions, quality, performance, and features of the product offered in bid submission. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

### **EXACT MAKE/MODEL:**

Bidder Submitting Bid for Exact Make/Model as specified, Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)

**Bidders, please be sure to review these bid specifications carefully, as the item that you are offering must MEET or EXCEED these specifications.**

### Bid Item No. 1: Specifications

<b>Bid Item No. 1</b>	
<b>Ford F150 XL or Approved Equivalent</b>	
Manufacturer	Ford
Make	F150
Package	XL
Door	Regular Cab
Bed	8'
Ext Color	White
Interior Color	Black/Gray
Interior Material	Vinyl
Engine	V8 or Equivalent V6
Fuel	Gasoline
Fuel Tank Size	23
Transmission	Elec 10 speed Auto
Oil Cooler	
Drivetrain	4 x 2
Axle Ratio	3.73
Wheel Size	17" Steel
Tire Size	245/70 R17 All Season
Spare	Yes
Mirrors	Manual
<b>FEATURES:</b>	
Payload Package	N/A
<b>Trailer Receiver Hitch &amp; Tow Package Included (Transmission Cooler):</b>	
Class IV Hitch	Yes
Trailer Tow Package	Yes
Misc. 1	Int Work Surface
Dual Alternator	
Cargo lamp	Yes
Air Conditioning	Single Zone
Door Locks	Manual
Wheel	Tilt / Telescoping
Flooring	Vinyl
<b>SAFETY:</b>	
Rear Camera	Yes
Fog Lamps	Yes
Air Bags	Yes
Brakes	4 Wheel Anti-Lock
Tire Press Monitor	Yes
<b>AUXILIARY:</b>	
Airfield Radio	Yes (Installed)
External Speaker	Yes (Installed & Compatible w/ Airfield Radio)
Ladder Rack	Yes

**Note: Features Highlighted in Yellow/In BOLD Print May Not Be Substituted for an Equivalent.**

## Bid Item No. 2: Specifications

<b>Bid Item No. 2</b>	
<b>Ford F150 XL or Approved Equivalent</b>	
Manufacturer	Ford
Make	F150
Package	XL
Door	Super Crew - Full Size Doors
Bed	6.5'
<b>Ext Color</b>	<b>White</b>
Interior Color	Black/Gray
<b>Interior Material</b>	<b>Vinyl</b>
Engine	V8 or Equivalent V6
<b>Fuel</b>	<b>Gasoline</b>
Fuel Tank Size	26
Transmission	Elec 10 speed Auto
Oil Cooler	
<b>Drivetrain</b>	<b>4 x 2</b>
Axle Ratio	3.73
Wheel Size	17" Steel
Tire Size	245/70 R17 All Season
Spare	Yes
Mirrors	Manual
<b>FEATURES:</b>	
Payload Package	Yes
<b>Trailer Receiver Hitch &amp; Tow Package Included (Transmission Cooler):</b>	
<b>Class IV Hitch</b>	<b>Yes</b>
<b>Trailer Tow Package</b>	<b>Yes</b>
Misc. 1	Int Work Surface
<b>Misc. 2</b>	<b>On-Board Generator: Highest Kilowatt Output Available -OR- Detached/Installed Generator (Inverter)</b>
Dual Alternator	
Cargo lamp	Yes
Air Conditioning	Single Zone
Door Locks	Manual
Wheel	Tilt / Telescoping
<b>Flooring</b>	<b>Vinyl</b>
<b>SAFETY:</b>	
<b>Rear Camera</b>	<b>Yes</b>
<b>Fog Lamps</b>	<b>Yes</b>
<b>Air Bags</b>	<b>Yes</b>
<b>Brakes</b>	<b>4 Wheel Anti-Lock</b>
Tire Press Monitor	Yes
<b>AUXILIARY:</b>	
<b>Airfield Radio</b>	<b>Yes (Installed)</b>
<b>External Speaker</b>	<b>Yes (Installed &amp; Compatible w/ Airfield Radio)</b>
Ladder Rack	N/A

**Note: Features Highlighted in Yellow/In BOLD Print May Not Be Substituted for an Equivalent.**

### Bid Item No. 3: Specifications

<b>Bid Item No. 3</b>	
<b>Ford Ranger XL or Approved Equivalent</b>	
Manufacturer	Ford
Make	Ranger
Package	XL
Door	Super Cab / Extended Cab
Bed	6'
<b>Ext Color</b>	<b>White</b>
Interior Color	Black/Gray
<b>Interior Material</b>	<b>Vinyl</b>
Engine	4 Cylinder or V6
<b>Fuel</b>	<b>Gasoline</b>
Fuel Tank Size	18
Transmission	Elec 10 speed Auto
Oil Cooler	
<b>Drivetrain</b>	<b>4 x 2</b>
Axle Ratio	3.73
Wheel Size	16" Steel
Tire Size	255/70 R16 All Season
Spare	Yes
Mirrors	Manual
<b>FEATURES:</b>	
Payload Package	N/A
<b>Trailer Receiver Hitch &amp; Tow Package Included (Transmission Cooler):</b>	
<b>Class IV Hitch</b>	<b>Yes</b>
<b>Trailer Tow Package</b>	<b>Yes</b>
Dual Alternator	
Cargo lamp	Yes
Air Conditioning	Single Zone
Door Locks	Power
Wheel	Tilt / Telescoping
<b>Flooring</b>	<b>Vinyl</b>
<b>SAFETY:</b>	
<b>Rear Camera</b>	<b>Yes</b>
<b>Fog Lamps</b>	<b>Yes</b>
<b>Air Bags</b>	<b>Yes</b>
<b>Brakes</b>	<b>4 Wheel Anti-Lock</b>
Tire Press Monitor	Yes
<b>Airfield Radio</b>	<b>Yes (Installed)</b>
<b>External Speaker</b>	<b>Yes (Installed &amp; Compatible w/ Airfield Radio)</b>
Ladder Rack	N/A

**Note: Features Highlighted in Yellow/in BOLD Print May Not Be Substituted for an Equivalent.**

## Bid Item No. 4: Specifications

<b>Bid Item No. 4</b>	
<b>Ford F150 XL or Approved Equivalent</b>	
Manufacturer	Ford
Make	F150
Package	XL
Door	Regular Cab
Bed	8'
Ext Color	White
Interior Color	Black/Gray
Interior Material	Vinyl
Engine	V8 or Equivalent V6
Fuel	Gasoline
Fuel Tank Size	23
Transmission	Elec 10 speed Auto
Oil Cooler	
Drivetrain	4 x 2
Axle Ratio	3.73
Wheel Size	17" Steel
Tire Size	245/70 R17 All Season
Spare	Yes
Mirrors	Manual
<b>FEATURES:</b>	
Payload Package	N/A
<b>Trailer Receiver Hitch &amp; Tow Package Included (Transmission Cooler):</b>	
Class IV Hitch	Yes
Trailer Tow Package	Yes
Misc. 1	Int Work Surface
Dual Alternator	
Cargo lamp	Yes
Air Conditioning	Single Zone
Door Locks	Manual
Wheel	Tilt / Telescoping
Flooring	Vinyl
<b>SAFETY:</b>	
Rear Camera	Yes
Fog Lamps	Yes
Air Bags	Yes
Brakes	4 Wheel Anti-Lock
Tire Press Monitor	Yes
<b>AUXILIARY:</b>	
Airfield Radio	Yes (Installed)
External Speaker	Yes (Installed & Compatible w/ Airfield Radio)
Ladder Rack	Yes

**Note: Features Highlighted in Yellow/in BOLD Print May Not Be Substituted for an Equivalent.**

## Bid Item No. 5: Specifications

(IFB 21-022/JW) Vehicles for the Jack Brooks Regional Airport

Page 32 of 57

<b>Bid Item No. 5</b>	
<b>Ford Transit Cargo Van Med Roof XL or Approved Equivalent</b>	
Manufacturer	Ford
Make	Transit Cargo Van Med Roof
Interior Height	<b>Interior Height Should Allow "Stand Up" Space for up to 6' tall passengers</b>
Package	XL
Door	2 Front / 1 Rear / 1 Slide
Bed	N/A
Ext Color	<b>White</b>
Interior Color	Black/Gray
Interior Material	<b>Vinyl</b>
Engine	V8 or Equivalent V6 or V10
Fuel	<b>Gasoline</b>
Fuel Tank Size	25
Transmission	Elec 10 Speed Auto
Oil Cooler	Yes
Drivetrain	<b>4 x 2</b>
Axle Ratio	3.73
Wheel Size	16" Steel
Tire Size	235/65 R16 All-Season
Spare	Yes
Mirrors	Manual
<b>FEATURES:</b>	
Payload Package:	
<b>Trailer Receiver Hitch &amp; Tow Package Included (Transmission Cooler):</b>	
Class IV Hitch	Yes
Trailer Tow Package	Yes, HD Trailer Tow Pkg
Misc. 1	Load Area Protection Pkg
Misc. 2	Hi Capacity Upfitter Switches, Large Center Console, Aux Fuse Panel, Dual AGM Batteries, Mod Vehicle Wiring System
Misc. 3	Pre-wired electrical harnesses tied to pre-installed switches.
Misc. 4	Full-Height Polyprop Cargo, Vinyl Front/Rear
Misc. 5	On-Board Generator: Highest Kilowatt Output Available <b>-OR- Detached/Installed Generator (Inverter)</b>
Dual Alternator	Yes
Cargo lamp	Yes
Air Conditioning	Single Zone
Door Locks	Power
Wheel	Tilt / Telescoping
Flooring	<b>Vinyl</b>
Cargo Area	<b>At Least One Side of the Cargo Area should have pre-fab installed wall instead of shell metal frame.</b>
<b>SAFETY:</b>	
Rear Camera	Yes
Fog Lamps	Yes
Air Bags	Yes
Brakes	<b>4 Wheel Anti-Lock</b>
Tire Press Monitor	Yes
<b>AUXILIARY:</b>	
Airfield Radio	<b>Yes (Installed)</b>
External Speaker	<b>Yes (Installed &amp; Compatible w/ Airfield Radio)</b>

**Note: Features Highlighted in Yellow/In BOLD Print May Not Be Substituted for an Equivalent.**



## Bidder Information Form

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

**Bid Number & Name:** (IFB 21-022/JW) Vehicles for the Jack Brooks Regional Airport

**Bidder's Company/Business Name:** SILSBEE FORD

**Bidder's TAX ID Number:** [REDACTED]

**Contact Person:** ROBERT C. SWAN **Title:** FLEET DIRECTOR

**Phone Number (with area code):** 409-895-3800

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** 409-895-3884

**Email Address:** KDUNBIN.SILSBEEFLEET@GMAIL.COM

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

1211 U.S. HWY 69 N  
Address

SILSBEE, TX 77656  
City, State, Zip Code

**Bidder: Complete & Return this Form with Offer.**

RCS

# 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): ADDENDUM 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

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

SILSBEE FORD  
Company Name

For clarification of this offer, contact:

1211 U.S. HWY 96 N  
Address

KEN DURBIN  
Name

SILSBEE TEXAS 77656  
City State Zip

409-2841009  
Phone Fax

Robert C. Swan  
Signature of Person Authorized to Sign

KDURBIN.SILSBEEFLEE@GMAIL.COM  
E-mail

ROBERT C. SWAN  
Printed Name

FLEET DIRECTOR  
Title

**Bidder: Complete & Return this Form with Offer.**

## ACCEPTANCE OF OFFER

---

The Offer is hereby accepted for the following items: **Vehicle(s) for the Jack Brooks Regional Airport.**

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. 21-022/JW, Vehicles for the Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

---

Jeff R. Branick  
County Judge

---

Date

**Attest:**

---

Carolyn L. Guidry  
County Clerk

**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: TEXAS PARKS & WILDLIFE  
 Address: 4200 SMITH SCHOOL ROAD  
 Contact Person and Title: JOHN WYATT, FLEET SUPT.  
 Phone: 512-413-9326 Fax: 916-803-5226  
 Email Address: JOHN.WYATT@TPWD.TEXAS.GOV Contract Period: CURRENT  
 Scope of Work: COMPLETE RIG UP OF 300 UNITS.

### REFERENCE TWO

Government/Company Name: SABINE RIVER AUTHORITY OF TEXAS  
 Address: 1922 LP-WAY ORANGE, TX 77632  
 Contact Person and Title: KEITH MOBAN - FLEET MGR.  
 Phone: 409-673-2434 Fax: \_\_\_\_\_  
 Email Address: KMOBAN@SRATX.ORG Contract Period: CURRENT  
 Scope of Work: PROVIDE VARIOUS WORK TRUCKS TO SRAPFELS

### REFERENCE THREE

Government/Company Name: CID AUSTIN  
 Address: 6400 BOLM RD. AUSTIN, TX 78702  
 Contact Person and Title: EDDIE GOEBEL, FLEET MGR.  
 Phone: 512-978-2639 Fax: \_\_\_\_\_  
 Email Address: EDDIE.GOEBEL@AUSTIN.TX.ORG Contract Period: CURRENT 100+  
 Scope of Work: COMPLETE SHOP RIG UP OF PLU'S, POLICE & AUSTIN ENERGY.

**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.

SILSBEE FORD

Bidder (Entity Name)

1211 US HWY 69N

Street & Mailing Address

SILSBEE, TX 77656

City, State & Zip

409-895-3800

Telephone Number

Robert C. Swan

Signature

ROBERT C. SWAN

Print Name

5-1-21

Date Signed

409-895-3884

Fax Number

KDURBIN.SILSBEEFLEET@GMAIL.COM

E-mail Address

**Bidder: Complete & Return this Form with Offer.**

*RD*

**INSERT COPY OF  
MANUFACTURER SPECIFICATIONS HERE**

**PLEASE MARK EACH PAGE WITH THE  
BID ITEM NUMBER FOR WHICH EACH SET OF  
MANUFACTURER SPECIFICATIONS CORRESPONDS**

CNGP530

## VEHICLE ORDER CONFIRMATION

04/30/21 10:50:07

==&gt;

Dealer: F52089

2021 F-150

Page: 1 of 1

Order No: 7777 Priority: J1 Ord FIN: QS093 Order Type: 5B Price Level: 135

Ord PEP: 100A Cust/Flt Name: TX

PO Number:

	RETAIL		RETAIL
F1C F150 4X2 R/C	\$29240	425 50 STATE EMISS	NC
141" WHEELBASE		50M INT WORK SURFCE	165
YZ OXFORD WHITE		53A TRAILER TOW PKG	975
A VINYL 40/20/40	NC	.TRL BRAKE CONTR	
S MED DARK SLATE		595 FOG LAMPS	140
100A EQUIP GRP		FLEX FUEL	
.XL SERIES		SP DLR ACCT ADJ	
.17"SILVER STEEL		SP FLT ACCT CR	
995 5.0L V8 FFV ENG	1995	FUEL CHARGE	
44G ELEC 10-SPDAUTO		B4A NET INV FLT OPT	NC
.245/70R-17 A/S		PRICED DORA	NC
X15 3.15 REG AXLE	NC	DEST AND DELIV	1695
6750# GVWR		TOTAL BASE AND OPTIONS	34210
FLEET SPCL ADJ	NC	TOTAL	34210
FRT LICENSE BKT	NC	*THIS IS NOT AN INVOICE*	

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC02549

V1DP0169

2,6



Prepared by: Jarrod Runnels  
05/04/2021

ITEM 1

Silsbee Ford, Inc. | 1211 US Hwy 96 North Silsbee Texas | 776567190

2019 F-150 4x2 Regular Cab Styleside 8' box 141" WB XL (F1C)

Price Level: 950

## Warranty

### Standard Warranty

#### Basic

Distance	36,000 miles	Months	36 months
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#### Powertrain

Distance	60,000 miles	Months	60 months
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#### Corrosion Perforation

Distance	Unlimited miles	Months	60 months
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#### Roadside Assistance

Distance	60,000 miles	Months	60 months
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



### Bid Item No. 1: Specifications (Revised)

Bid Item No. 1: Ford F150 XL (Regular Cab) or Approved Equivalent		
Manufacturer	✓	Ford
Make	✓	F150
Package	✓	XL
Door	✓	Regular Cab
Bed	✓	8'
Ext Color	✓	White
Interior Color	✓	Black/Gray
Interior Material	✓	Vinyl
Engine	✓	V8 or Equivalent V6 <b>5.0L V8</b>
Fuel	✓	Gasoline
Fuel Tank Size	✓	23
Transmission	✓	Elec 10 speed Auto
Oil Cooler		
Drivetrain	✓	4 x 2
Axle Ratio	✓	3.73
Wheel Size	✓	17" Steel
Tire Size	✓	245/70 R17 All Season
Spare	✓	Yes
Mirrors	✓	Manual
<b>FEATURES:</b>		
Payload Package		N/A <b>6750# GVWR</b>
<b>Trailer Receiver Hitch &amp; Tow Package Included (Transmission Cooler):</b>		
Class IV Hitch	✓	Yes
Trailer Tow Package	✓	Yes
Misc. 1	✓	Int Work Surface
Dual Alternator		
Cargo lamp	✓	Yes
Air Conditioning	✓	Single Zone
Door Locks	✓	Manual
Wheel	✓	Tilt / Telescoping
Flooring	✓	Vinyl
<b>SAFETY:</b>		
Rear Camera	✓	Yes
Fog Lamps	✓	Yes
Air Bags	✓	Yes
Brakes	✓	4 Wheel Anti-Lock
Tire Press Monitor	✓	Yes
<b>AUXILIARY:</b>		
Radio, External Speaker, Antenna, & Antenna Mount (To Be Included in Bid, Installed, & Compatible with Airfield Radio):		
<ul style="list-style-type: none"> <li>• ICOM A120 Radio with SP-30 speakers</li> <li>• B-ANT antenna</li> <li>• K220C Antenna Mount</li> </ul> <div style="text-align: right; font-size: 1.2em;"><b>DLR. INSTALLED</b></div>		
<b>-OR- EQUIVALENT EQUIPMENT</b>		
Ladder Rack	✓	Yes

✓ = YES

**Note: Features Highlighted in Yellow May Not Be Substituted for an Equivalent.**

*RLB*

VIRTC1DP V4.56  
5432 EN

CNGP530

## VEHICLE ORDER CONFIRMATION

04/26/21 12:29:25

==&gt;

UNIT #2

Dealer: F52089

2021 F-150

Page: 1 of 1

Order No: 7777 Priority: K1 Ord FIN: QS093 Order Type: 5B Price Level: 130

Ord PEP: 100A Cust/Flt Name: TX

PO Number:

RETAIL

RETAIL

W1C	F150 4X2 CREW	\$37955		.TRL BRAKE CONTR	
	157" WHEELBASE			595 FOG LAMPS	140
YZ	OXFORD WHITE			627 HD PAYLOAD PKG	1695
A	VINYL 40/20/40	NC		.LT265/70R18C	
S	MED DARK SLATE			.3.73 ELEC LOCK	
100A	EQUIP GRP			.18" SILVER ALUM	
	.XL SERIES			.EXT RANGE TANK	
995	5.0L V8 FFV ENG	800		FLEX FUEL	
44G	ELEC 10-SPDAUTO			SP FLT ACCT CR	
	7850# GVWR			FUEL CHARGE	
	FRT LICENSE BKT	NC		DEST AND DELIV	1695
425	50 STATE EMISS	NC		TOTAL BASE AND OPTIONS	45325
<del>472</del>	<del>POWER 2KW</del>	<del>995</del>		XL STD DISCT PEG & TT	(500)
<del>50M</del>	<del>INT WORK SURFCE</del>	<del>165</del>		TOTAL	44825
53C	MAX TRAILER TOW	1880		*THIS IS NOT AN INVOICE*	

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC02549

V1DP0692

2,6



Prepared by: Jarrod Runnels  
05/04/2021

**ITEM 2** Silsbee Ford, Inc. | 1211 US Hwy 96 North Silsbee Texas | 776567190

2019 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 950

## Warranty

### Standard Warranty

#### *Basic*

Distance ..... 36,000 miles      Months ..... 36 months

#### *Powertrain*

Distance ..... 60,000 miles      Months ..... 60 months

#### *Corrosion Perforation*

Distance ..... Unlimited miles      Months ..... 60 months

#### *Roadside Assistance*

Distance ..... 60,000 miles      Months ..... 60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

## Bid Item No. 2: Specifications (Revised)

Bid Item No. 2: Ford F150 XL (Super Crew) or Approved Equivalent		
Manufacturer	✓	Ford
Make	✓	F150
Package	✓	XL
Door	✓	Super Crew - Full Size Doors
Bed	✓	6.5'
Ext Color	✓	White
Interior Color	✓	Black/Gray
Interior Material	✓	Vinyl
Engine	✓	V8 or Equivalent V6 <b>5.0L V8</b>
Fuel	✓	Gasoline
Fuel Tank Size	✓	26
Transmission	✓	Elec 10 speed Auto
Oil Cooler		
Drivetrain	✓	4 x 2
Axle Ratio	✓	3.73
Wheel Size	✓	17" Steel
Tire Size	✓	245/70 R17 All Season
Spare	✓	Yes
Mirrors	✓	Manual
<b>FEATURES:</b>		
Payload Package	✓	Yes <b>HDRY PAYLOAD PKG.</b>
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):		
Class IV Hitch	✓	Yes <b>MAX TRAILER TOW</b>
Trailer Tow Package	✓	Yes
Misc. 1	✓	Int Work Surface
Misc. 2 <b>FACTORY BUILT-IN</b>	✓	Built-In On-Board Generator -OR- Detached/Installed Inverter Wattage Options: 1,500 watts, 2,000 watts, 2,500 watts
Dual Alternator		
Cargo lamp	✓	Yes
Air Conditioning	✓	Single Zone
Door Locks	✓	Manual
Wheel	✓	Tilt / Telescoping
Flooring	✓	Vinyl
<b>SAFETY:</b>		
Rear Camera	✓	Yes
Fog Lamps	✓	Yes
Air Bags	✓	Yes
Brakes	✓	4 Wheel Anti-Lock
Tire Press Monitor	✓	Yes
<b>AUXILIARY:</b>		
Radio, External Speaker, Antenna, & Antenna Mount (To Be Included in Bid, Installed, & Compatible with Airfield Radio): ✓		
<ul style="list-style-type: none"> <li>• ICOM A120 Radio with SP-30 speakers ✓</li> <li>• B-ANT antenna ✓</li> <li>• K220C Antenna Mount ✓</li> </ul> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">DLR. INSTALLED</div>		
-OR- EQUIVALENT EQUIPMENT		
Ladder Rack		N/A

✓ = YES

**Note: Features Highlighted in Yellow May Not Be Substituted for an Equivalent.**

*red*

3

VIRTC1DP

V1,52  
5434

EN

CNGP530

## VEHICLE ORDER CONFIRMATION

04/30/21 11:25:28

==&gt;

Dealer: F52089

2021 RANGER

Page: 1 of 1

Order No: 7777 Priority: J3 Ord FIN: QS093 Order Type: 5B Price Level: 115

Ord Code: 100A Cust/Flt Name: TX

PO Number:

RETAIL

RETAIL

R1E	RANGER 4X2 S/C	\$24820	76H	XL CHROME PKG	\$365
	.126" WHEELBASE			.FOG LAMPS	
YZ	OXFORD WHITE		153	FRT LICENSE BKT	NC
S	VINYL SEATS			SP DLR ACCT ADJ	
H	EBONY INTERIOR			SP FLT ACCT CR	
100A	EQUIP GRP			FUEL CHARGE	
	.XL SERIES		B4A	NET INV FLT OPT	NC
	.16"SILVER STEEL			PRICED DORA	NC
99H	.2.3L ECOBOOST	NC		DEST AND DELIV	1195
44U	.10-SPD AUTO TR	NC	TOTAL	BASE AND OPTIONS	27325
	255/70R16 A/S		TOTAL		27325
	FLEET SPCL ADJ	NC	*THIS IS NOT AN INVOICE*		
53R	TRAILER TOW PKG	495			
63C	KEYLESS ENTRY	95			
67F	XL PWR EQUIP PK	355			

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC02549

V1DP0169

2,6



Prepared by: Jarrod Runnels

05/04/2021

**ITEM 3**

Silsbee Ford, Inc. | 1211 US Hwy 96 North Silsbee Texas | 776567190

2019 Ranger 4x2 SuperCab 6' box 126.8" WB XLT (R1E)

Price Level: 960

## Warranty

### Standard Warranty

#### Basic

Distance	36,000 miles	Months	36 months
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#### Powertrain

Distance	60,000 miles	Months	60 months
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#### Corrosion Perforation

Distance	Unlimited miles	Months	60 months
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#### Roadside Assistance

Distance	60,000 miles	Months	60 months
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

### Bid Item No. 3: Specifications (Revised)

<b>Bid Item No. 3: Ford Ranger XL (Super Cab/Extended Cab) or Approved Equivalent</b>		
Manufacturer	✓	Ford
Make	✓	Ranger
Package	✓	XL
Door	✓	Super Cab / Extended Cab
Bed	✓	6'
Ext Color	✓	White
Interior Color	✓	Black/Gray
Interior Material	✓	Vinyl
Engine		4 Cylinder or V6 <b>2.3L ECOBOOST</b>
Fuel	✓	Gasoline
Fuel Tank Size	✓	18
Transmission	✓	Elec 10 speed Auto
Oil Cooler		
Drivetrain	✓	4 x 2 <b>STD.</b>
Axle Ratio	✓	3.73 <b>STD.</b>
Wheel Size	✓	16" Steel
Tire Size	✓	255/70 R16 All Season
Spare	✓	Yes
Mirrors	✓	Manual
<b>FEATURES:</b>		
Payload Package		N/A
<b>Trailer Receiver Hitch &amp; Tow Package Included (Transmission Cooler):</b>		
Class IV Hitch	✓	Yes <b>CLASS III ONLY</b>
Trailer Tow Package	✓	Yes
Dual Alternator		
Cargo lamp	✓	Yes
Air Conditioning	✓	Single Zone
Door Locks	✓	Power
Wheel	✓	Tilt / Telescoping
Flooring	✓	Vinyl
<b>SAFETY:</b>		
Rear Camera	✓	Yes
Fog Lamps	✓	Yes <b>REQUIRES XL CHROME PKG.</b>
Air Bags	✓	Yes
Brakes	✓	4 Wheel Anti-Lock
Tire Press Monitor	✓	Yes
Radio, External Speaker, Antenna, & Antenna Mount (To Be Included in Bid, Installed, & Compatible with Airfield Radio):		
✓ ICOM A120 Radio with SP-30 speakers		
✓ B-ANT antenna		
✓ K220C Antenna Mount <b>DLR. INSTALLED</b>		
<b>-OR- EQUIVALENT EQUIPMENT</b>		
Ladder Rack		N/A

✓ = yes

**Note: Features Highlighted in Yellow May Not Be Substituted for an Equivalent.**

*RED*



VIRTC1DP

M1.55  
E432

CNGP530

## VEHICLE ORDER CONFIRMATION

04/30/21 11:19:26

==&gt;

UNIT #4

Dealer: F52089

2021 F-150

Page: 1 of 1

Order No: 7777 Priority: J1 Ord FIN: QS093 Order Type: 5B Price Level: 135

Ord PEP: 100A Cust/Flt Name: TX

PO Number:

	RETAIL		RETAIL
F1C F150 4X2 R/C	\$29240	425 50 STATE EMISS	NC
141" WHEELBASE		50M INT WORK SURFCE	165
YZ OXFORD WHITE		53A TRAILER TOW PKG	975
A VINYL 40/20/40	NC	.TRL BRAKE CONTR	
S MED DARK SLATE		595 FOG LAMPS	140
100A EQUIP GRP		FLEX FUEL	
.XL SERIES		SP DLR ACCT ADJ	
.17"SILVER STEEL		SP FLT ACCT CR	
995 5.0L V8 FFV ENG	1995	FUEL CHARGE	
44G ELEC 10-SPDAUTO		B4A NET INV FLT OPT	NC
.245/70R-17 A/S		PRICED DORA	NC
X15 3.15 REG AXLE	NC	DEST AND DELIV	1695
6750# GVWR		TOTAL BASE AND OPTIONS	34210
FLEET SPCL ADJ	NC	TOTAL	34210
FRT LICENSE BKT	NC	*THIS IS NOT AN INVOICE*	

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC02549

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Prepared by: Jarrod Runnels

05/04/2021

**ITEM 4**

Silsbee Ford, Inc. | 1211 US Hwy 96 North Silsbee Texas | 776567190

2019 F-150 4x2 Regular Cab Styleside 8' box 141" WB XL (F1C)

Price Level: 950

## Warranty

### Standard Warranty

#### Basic

Distance .....	36,000 miles	Months .....	36 months
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#### Powertrain

Distance .....	60,000 miles	Months .....	60 months
----------------	--------------	--------------	-----------

#### Corrosion Perforation

Distance .....	Unlimited miles	Months .....	60 months
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#### Roadside Assistance

Distance .....	60,000 miles	Months .....	60 months
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

### Bid Item No. 4: Specifications (Revised)

<b>Bid Item No. 4: Ford F150 XL (Regular Cab) or Approved Equivalent</b>		
Manufacturer	✓	Ford
Make	✓	F150
Package	✓	XL
Door	✓	Regular Cab
Bed	✓	8'
Ext Color	✓	White
Interior Color	✓	Black/Gray
Interior Material	✓	Vinyl
Engine	✓	<del>V8</del> or Equivalent V6 <b>5.0L V8</b>
Fuel	✓	Gasoline
Fuel Tank Size	✓	23
Transmission	✓	Elec 10 speed Auto
Oil Cooler		
Drivetrain	✓	4 x 2
Axle Ratio		3.73
Wheel Size	✓	17" Steel
Tire Size	✓	245/70 R17 All Season
Spare	✓	Yes
Mirrors	✓	Manual
<b>FEATURES:</b>		
Payload Package		N/A
<b>Trailer Receiver Hitch &amp; Tow Package Included (Transmission Cooler):</b>		
Class IV Hitch	✓	Yes
Trailer Tow Package	✓	Yes
Misc. 1	✓	Int Work Surface
Dual Alternator		
Cargo lamp	✓	Yes
Air Conditioning	✓	Single Zone
Door Locks	✓	Manual
Wheel	✓	Tilt / Telescoping
Flooring	✓	Vinyl
<b>SAFETY:</b>		
Rear Camera	✓	Yes
Fog Lamps	✓	Yes
Air Bags	✓	Yes
Brakes	✓	4 Wheel Anti-Lock
Tire Press Monitor	✓	Yes
<b>AUXILIARY:</b>		
Radio, External Speaker, Antenna, & Antenna Mount		
(To Be Included in Bid, Installed, & Compatible with Airfield Radio):		
<ul style="list-style-type: none"> <li>• ICOM A120 Radio with SP-30 speakers</li> <li>• B-ANT antenna</li> <li>• K220C Antenna Mount</li> </ul>		
<b>-OR- EQUIVALENT EQUIPMENT</b>		
Ladder Rack	✓	Yes

✓ = yes

**Note: Features Highlighted in Yellow May Not Be Substituted for an Equivalent.**

VIRTC1DP



CNGP530

## VEHICLE ORDER CONFIRMATION

04/26/21 12:26:15

==&gt;

UNI #5

Dealer: F52089

Page: 1 of 2

2021 TRANSIT NA

Order No: 7777 Priority: K1 Ord FIN: QS093 Order Type: 5B Price Level: 115

Ord Code: 101A Cust/Flt Name: TX PO Number:

RETAIL

RETAIL

W9C	MR CARGO RWD	\$39645	41E	HVY DTY FR AXLE	NC
	148" WHEELBASE		425	50 STATE EMISS	NC
YZ	OXFORD WHITE		53B	HD TRLR TOW PKG	485
V	VINYL		63C	DUAL ALTERNATOR	495
K	PALAZZO GRAY		641	SRW-SILVER STL	NC
101A	PREF EQUIP PKG		67C	UPFIT PACKAGE	610
	.XL TRIM		53K	.MOD WIRING SYS	
57B	.MANUAL A/C	NC	63E	.DUAL BATTERIES	
99G	3.5L ECOBOOST	1775			
44U	.10-SPEED TRANS				
TC8	.235/65R16C BSW				
X7L	3.73 LS	NC			
	JOB #1 ORDER				
	FRT LICENSE BKT	NC			
20C	9500# GVWR	NC			

TOTAL BASE AND OPTIONS 45190

TOTAL 45190

\*THIS IS NOT AN INVOICE\*

\* MORE ORDER INFO NEXT PAGE \*

F8=Next

F3/F12=Veh Ord Menu

F1=Help F2=Return to Order

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC02549

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Prepared by: Jarrod Runnels

05/04/2021

**Item 5**

Silsbee Ford, Inc. | 1211 US Hwy 96 North Silsbee Texas | 776567190

**2019 Transit-150 Low Roof Cargo Van 129.9" WB Base (E1Z)**

Price Level: 950

## Warranty

### Standard Warranty

#### Basic

Distance.....	36,000 miles	Months.....	36 months
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#### Powertrain

Distance.....	60,000 miles	Months.....	60 months
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#### Corrosion Perforation

Distance.....	Unlimited miles	Months.....	60 months
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#### Roadside Assistance

Distance.....	60,000 miles	Months.....	60 months
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

### Bid Item No. 5: Specifications (Revised)

Bid Item No. 5: Ford Transit Cargo Van Med Roof XL or Approved Equivalent	
Manufacturer	✓ Ford
Make	✓ Transit Cargo Van Med Roof
Interior Height	✓ Interior Height Should Allow "Stand Up" Space for up to 6' tall passengers
Package	✓ XL
Door	✓ 2 Front / 1 Rear / 1 Slide
Bed	N/A
Ext Color	✓ White
Interior Color	✓ Black/Gray
Interior Material	✓ Vinyl
Engine	✓ V8 or Equivalent V6 or V10 <b>3.5L ECOBOOST V6</b>
Fuel	✓ Gasoline
Fuel Tank Size	✓ 25
Transmission	✓ Elec 10 Speed Auto
Oil Cooler	✓ Yes
Drivetrain	✓ 4 x 2
Axle Ratio	✓ 3.73
Wheel Size	✓ 16" Steel
Tire Size	✓ 235/65 R16 All-Season
Spare	✓ Yes
Mirrors	✓ Manual
FEATURES:	
Payload Package:	<b>9500# GVWR</b>
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):	
Class IV Hitch	✓ Yes
Trailer Tow Package	✓ Yes, HD Trailer Tow Pkg
Misc. 1	✓ Load Area Protection Pkg
Misc. 2	✓ Hi Capacity Up-fitter Switches, Large Center Console, Aux Fuse Panel, Dual AGM Batteries, Mod Vehicle Wiring System
Misc. 3	✓ Pre-wired electrical harnesses tied to pre-installed switches.
Misc. 4	✓ Full-Height Polyprop Cargo, Vinyl Front/Rear
Misc. 5	✓ Built-In On-Board Generator -OR- Detached/Installed Inverter Wattage Options: 1,500 watts, 2,000 watts, 2,500 watts <b>DLR - INSTALLED</b>
Dual Alternator	✓ Yes
Cargo Lamp	✓ Yes
Air Conditioning	✓ Single Zone
Door Locks	✓ Power
Wheel	✓ Tilt / Telescoping
Flooring	✓ Vinyl
Cargo Area	✓ At Least One Side of the Cargo Area should have pre-fab installed wall instead of shell metal frame.
SAFETY:	
Rear Camera	✓ Yes
Fog Lamps	✓ Yes
Air Bags	✓ Yes
Brakes	✓ 4 Wheel Anti-Lock
Tire Press Monitor	✓ Yes
AUXILIARY:	
Radio, External Speaker, Antenna, & Antenna Mount (To Be Included in Bid, Installed, & Compatible with Airfield Radio):	
✓ ICOM A120 Radio with SP-30 speakers	
✓ B-ANT antenna	
✓ K220C Antenna Mount	<b>DLR. INSTALLED</b>
-OR- EQUIVALENT EQUIPMENT	

**Note: Features Highlighted in Yellow/In BOLD Print May Not Be Substituted for an Equivalent.**

## Certificate of Buy American Compliance for Manufactured Products

The Buy American Preferences under 49 U.S.C. § 50101 require that all steel and manufactured goods used in Airport Improvement Program (AIP) funded projects be produced in the United States. In accepting AIP funding, grant recipients must certify that all steel or manufactured products used on any portion of the AIP-funded project are produced in the United States and are of 100 percent U.S. materials.

Under 49 U.S.C. § 50101(b), the FAA has the authority to waive these Buy American Preferences if certain market or product conditions exist. These are:

- Applying the Buy American Preferences would be inconsistent with the public interest;
- The steel or goods produced in the U.S. are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
- When the cost of components and subcomponents produced in the U.S. is more than 60 percent of the cost of all components of the facility or equipment procured and final assembly occurs in the United States; or
- Including domestic material will increase the cost of the overall project by more than 25 percent.

49 U.S.C. § 50101 also prohibits fraudulent use of "Made in America" labels, "a person shall not intentionally affix a label bearing the inscription of "Made in America", or any inscription with that meaning, to any product sold or shipped in the United States, if that product is not a domestic product.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101 by selecting one of the following certification statements. These statements are mutually exclusive.

**Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".**

☒ Bidder or offeror hereby certifies that it will comply with 49 USC 50101 by:

---OR---

☐ Bidder or offeror hereby certifies that it cannot comply with 49 USC 50101 by, however it may be eligible for an exemption by the FAA.

*Ronald E. Swan* 5-1-21  
Signature / Date

*FEET DIRECTOR*  
Title

*SILSBEE FORD*  
Company / Offeror

*IFB 21-022*  
IFB/RFP/RFQ number

## 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.

*Robert C. Swan*

Signature of Contractor's Authorized Official

*ROBERT C. SWAN, FLEET DIRECTOR*

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

*5-1-21*

Date

**Bidder: Complete & Return this Form with Offer.**

*RS*

# 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; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 5px;"> <div style="display: flex; justify-content: space-between;"> <span><b>1</b> Name of vendor who has a business relationship with local governmental entity.</span> </div> <div style="text-align: center; font-size: 1.2em; margin-top: 10px;"> <u>SILSBEE FORD</u> </div> </div>		
<div style="border: 1px solid black; padding: 5px;"> <div style="display: flex; justify-content: space-between;"> <span><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</span> </div> <div style="margin-top: 10px;"> <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> </div> </div>		
<div style="border: 1px solid black; padding: 5px;"> <div style="display: flex; justify-content: space-between;"> <span><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</span> </div> <div style="text-align: center; margin-top: 10px;"> <div style="font-size: 1.5em; font-weight: bold;">N/A</div> <div style="border-top: 1px solid black; width: 100px; margin: 0 auto;"></div> <div style="font-size: 0.8em;">Name of Officer</div> </div> <div style="margin-top: 10px;"> <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> </div> <div style="margin-top: 10px;"> <p><b>A.</b> Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input type="checkbox"/> Yes</span> <span><input checked="" type="checkbox"/> No</span> </div> </div> <div style="margin-top: 10px;"> <p><b>B.</b> Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input type="checkbox"/> Yes</span> <span><input checked="" type="checkbox"/> No</span> </div> </div> <div style="margin-top: 10px;"> <p><b>C.</b> Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input type="checkbox"/> Yes</span> <span><input checked="" type="checkbox"/> No</span> </div> </div> <div style="margin-top: 10px;"> <p><b>D.</b> Describe each employment or business and family relationship with the local government officer named in this section.</p> </div> </div>		
<div style="border: 1px solid black; padding: 5px;"> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <div style="font-size: 1.2em; font-weight: bold; margin-bottom: 5px;"> <u>Robert J. Swan</u> </div> <div style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 35%; text-align: center;"> <div style="font-size: 1.2em; font-weight: bold; margin-bottom: 5px;"> <u>5-1-21</u> </div> <div style="font-size: 0.8em;">Date</div> </div> </div> </div>		

Adopted 8/7/2015

**Bidder: Complete & Return this 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>
<p><b>1</b> Name of Local Government Officer</p> <p style="text-align: center; font-size: 1.5em;">N/A</p>	<p>Date Received</p>	
<p><b>2</b> Office Held</p>		
<p><b>3</b> Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>		
<p><b>4</b> Description of the nature and extent of employment or other business relationship with vendor named in item 3</p>		
<p><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).</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>		
<p><b>6</b> <b>AFFIDAVIT</b></p> <p style="text-align: center;">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 style="text-align: center; margin-top: 20px;">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="display: flex; justify-content: space-between; margin-top: 20px;"> <span>_____ Signature of officer administering oath</span> <span>_____ Printed name of officer administering oath</span> <span>_____ Title of officer administering oath</span> </p>		

Adopted 8/7/2015

**Note: This Form is for Office Use Only.**

RAB

## 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 **NO HUB OPPORTUNITIES, ALL WORK BY OUR DEALERSHIP.**

**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.**

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.

ROBERT C. SWAN

Printed Name of Authorized Representative

Robert C. Swan

Signature

FLIGHT DIRECTOR

Title

5-1-21

Date

**Bidder: Complete & Return this Form with Offer.**

Red

## 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: SILSBEE FORD HUB: p Yes ☐ No ☒

Address: 1211 U.S. HWY 96 N, SILSBEE, TX 77656  
Street City State Zip

Phone (with area code): 409-895-3800 Fax (with area code): 409-895-3884

Project Title & No.: VEHICLES FOR JACK BROOKS AIRPORT - IFB 21-022/JW

Prime Contract Amount: \$ -0-

HUB Subcontractor Name: N/A

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

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

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

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

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

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

ROBERT SWAN  
SILSBEE FORD  
Printed Name of Contractor Representative

Robert Swan 5-1-21  
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: Complete & Return this Form with Offer.**

RD

## 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: SILSBEE FORD, SILSBEE, TX R & W 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: Complete & Return this Form with Offer.**

RD

## HUB SUBCONTRACTOR DISCLOSURE

**(Duplicate as Needed)**

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

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

Page 51 of 57

## 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: ALL WORK WILL BE COMPLETED AT OUR DEALERSHIP  
NO HUB OPS.

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.**

PD

## 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): ROBERT C. SWAN

Title: FLEET DIRECTOR

Signature: Robert. Gwa

Date: 5-1-21

E-mail address: KDURBIN.SILBERFLEE@GMAIL.COM

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

Name (print or type): JINA DURBIN

Title: TITLE / INVOICING CLERK

Date: 5-1-21

E-mail address: TDURBIN.SILSBEEFLEET@GMAIL.COM

**Bidder: Complete & Return this Form with Offer.**

ret

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

Taxpayer Identification Number (T.I.N.):	76-0533144
Company Name submitting bid/proposal:	SILSBEE FORD
Mailing address:	1211 U.S. Hwy 69N
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**
N/A	

\* 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.**

RCS



## House Bill 89 Verification

I, ROBERT C. SWAN, the undersigned representative of (company or business name) SILSBEE FORD (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.

Robert C. Swan  
Signature of Company Representative

5-1-21  
Date

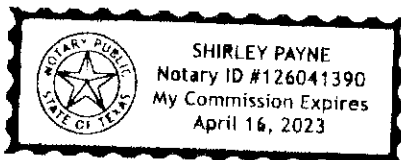
On this 1<sup>ST</sup> day of MAY, 20 21, personally appeared

Robert Swan, 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

MAY 1, 2021  
Date



**Bidder: Complete & Return this Form with Offer.**

RA

## 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.

SILSBEE FORD  
Company Name

IFB 21-022/JW  
IFB/RFP/RFQ number

Certification check performed by:

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

\_\_\_\_\_  
Date

**Bidder: Complete & Return this Form with Offer.**

*Red*

# **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 HARDIN

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

on this day personally appeared ROBERT C. SWAN, who  
(name)

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

"I, ROBERT C. SWAN am a duly authorized officer of/agent  
(name)

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

foregoing on behalf of the said SILSBEE FORD.  
(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: SILSBEE FORD

1211 US HWY 96 N

Fax: 409-895-3884

Telephone# 409-895-3800

by: ROBERT C. SWAN  
(print name)

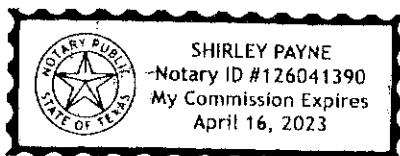
Title: FLEET DIRECTOR

Signature: Robert C. Swan

SUBSCRIBED AND SWORN to before me by the above-named

Robert Swan on

this the 1st day of May, 2021.



SPJ  
Notary Public in and for  
the State of Texas

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



# FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: F127275

Texas Department  
of Motor Vehicles  
GENERAL DISTINGUISHING NUMBER:  
MOTOR VEHICLE DIVISION

P34381

Motor Vehicle

Slisbee Ford Inc.  
PO BOX 815  
SILSBEE, TEXAS HARDIN 77656-0815

EXPIRES: 01-31-2023  
PHYSICAL LOCATION:  
1211 US HIGHWAY 96 N  
SILSBEE, TEXAS HARDIN 77656-7190

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

MERCURY : AA-Passenger Auto, FORD : AA-Passenger Auto

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

**Roland D. Luna, Sr.**

Roland D. Luna, Sr., Director  
Texas Department of Motor Vehicles  
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>SILSBEE FORD INC.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>1211 US HWY 96 NTH/ PO BOX 815</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>SILSBEE, TEXAS 77656</b>	
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div>
or	
Employer identification number	
<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

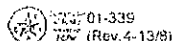
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)



- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit <b>SILSBEE FORD INC</b>	Phone (Area code and number) <b>409 895-3800</b>
Address (Street & number, P.O. Box or Route number) <b>PO BOX 815</b>	
City, State, ZIP code <b>SILSBEE TX 77656</b>	
Texas Sales and Use Tax Permit Number (must contain 11 digits) 	
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico  (Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)	

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased on the attached order or invoice:

AUTOMOTIVE PARTS AND ACCESSORIES

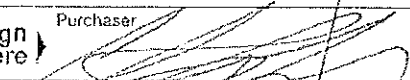
Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

FRANCHISED NEW VEHICLE DEALER SALES AND SERVICE

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here 	Purchaser	Title <b>CONTROLLER</b>	Date <b>03/09/2020</b>
---	-----------	----------------------------	---------------------------

This certificate should be furnished to the supplier.  
Do not send the completed certificate to the Comptroller of Public Accounts.

TEXT IS CHECKED PROTECTED BY A VOLTAZ TO CHAPT MICROFINTS GUARANTINE AND A HEAT SENSITIVE RADIOCK PROCTZ ADDITIONAL SECURITY FEATURES ARE LISTED ON BACK



1211 Highway 96 North  
SILSBEE, TEXAS 77656  
(409) 895-3800

DATE \_\_\_\_\_

AMOUNT

PAY

TO THE  
ORDER  
OF

SILSBEE FORD, INC.

EMO

409.861.7250



## WIRING INFO

[REDACTED]

[REDACTED]





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/04/21

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  <b>WICKER PARKER INSURANCE</b> 3909 S 7th St #D Abilene, TX 79605	<b>CONTACT NAME:</b> Sharon Estes <b>PHONE (A/C, No, Ext):</b> (325)437-0677 <b>FAX (A/C, No):</b> (325)437-0679 <b>E-MAIL ADDRESS:</b> wicker-parker@nts-online.net <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Texas Mutual Insurance Co</td> <td>441110</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Texas Mutual Insurance Co	441110	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Texas Mutual Insurance Co	441110														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b>  Donalson Automotive Holdings, Inc.  dba Silsbee Ford, Inc. 1211 Hwy 96 North Silsbee, TX 77656															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	0001225928	07/01/20	07/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation Form WC420304B is included and applies in favor of the certificate holder.

**CERTIFICATE HOLDER****CANCELLATION**

Jefferson County  
 1149 Pearl Street, 7th Floor  
 Beaumont, TX 77701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
05/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, No, Ext):</b> 888-333-4949 <b>FAX (A/C, No):</b> 507-448-4864 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM														
<b>INSURED</b> LAKE COUNTRY CHEVROLET INC, SILSBEE FORD INC PO BOX 815 SILSBEE, TX 77658-7190	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: FEDERATED MUTUAL INSURANCE COMPANY</td> <td>13835</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13835	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13835														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: 44

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION	N	N		9196690	07/01/2020	07/01/2021	EACH OCCURRENCE \$8,000,000 AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	<b>AUTO DEALER LIABILITY</b>	Y	Y		9196679	07/01/2020	07/01/2021	AUTO LIAB - EA ACCIDENT \$500,000 GENERAL LIABILITY - EACH ACCIDENT \$500,000 - AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON AUTO DEALERS COVERAGE FORM.

AUTO DEALERS COVERAGE FORM CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER.

**CERTIFICATE HOLDER**

 238-411-3  
 JEFFERSON COUNTY  
 1149 PEARL ST FL 1ST  
 BEAUMONT, TX 77701-3638

44 1

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 9196679

COMMERCIAL AUTO  
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** DONALSON AUTOMOTIVE HOLDINGS**Endorsement Effective Date:** 05-04-2021**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**JEFFERSON COUNTY  
1149 PEARL ST FL 1ST  
BEAUMONT TX 77701

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

## FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM**

**INSURED:**

DONALSON AUTOMOTIVE HOLDINGS  
INC  
PO BOX 815  
SILSBEE TX 77656

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

RE:DELIVERY OF VEHICLES 1149 PEARL ST, BEAUMONT,  
TX 77701-3638

Additional Insured Name and Address:

JEFFERSON COUNTY  
1149 PEARL ST FL 1ST  
BEAUMONT TX 77701

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

CA-F-75 (10-13)

Policy Number: 9196679

Transaction Effective Date: 07-01-2020



# JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

1149 Pearl Street – First Floor

Beaumont, Texas 77701

409-835-8593 phone

**ADDENDUM TO IFB**

IFB Number: IFB 21-022/JW  
IFB Title: Vehicles for the Jack Brooks Regional Airport  
IFB Due: 11:00 am CT, Wednesday, May 5, 2021  
Addendum No.: 1  
Issued (Date): April 13, 2021

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

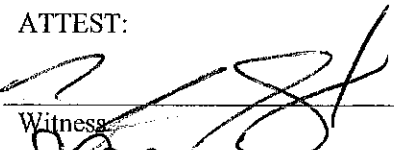
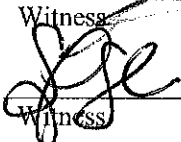
## Reasons for Issuance of this addendum:

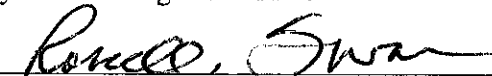
**Clarification, Revised Bid Item Specifications, Revised Bid Form**

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


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

ATTEST:


Witness:   
Witness: 

  
Authorized Signature (Bidder)

  
Title of Person Signing Above

  
Typed Name of Business or Individual

Approved by:  Date: 5-1-21

  
Address: SILSBEE, TX 77656

*Red*

## Clarification

---

**Question:** Would half ton trucks from Ram, Chevrolet or GMC be considered equivalent so long as they are either regular cabs with an 8 ft bed or full 4 door crew cabs with an over 6ft bed length?

**Answer:** Yes, any trucks that are similar (meet or exceed) bid specifications are acceptable. We used the Ford Brand Models as a point of reference only.

Variations from bid specs do need to be clearly identified.

## Minimum Specifications (REVISED – ADDENDUM NO. 1)

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Assistant Purchasing Agent (e-mail: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us); phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 21-022/JW.

### **Scope**

Jefferson County is soliciting bids for Vehicles for the Jack Brooks Regional Airport.

All bids should be for **brand new**, completely unused equipment.

**The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required).**

**All bidders bidding equivalent items shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.**

### **Instructions to Bidders: Brand Reference/Equivalent Item Bids**

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

### **EQUIVALENT/ALTERNATE ITEMS:**

Bidder Submitting Bid for Equivalent/Alternate Items Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)
- **ITEMIZED COMPARISON** documenting equivalence for dimensions, quality, performance, and features of the product offered in bid submission. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

### **EXACT MAKE/MODEL:**

Bidder Submitting Bid for Exact Make/Model as specified, Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)

**Bidders, please be sure to review these bid specifications carefully, as the item that you are offering must MEET or EXCEED these specifications.**

### Bid Item No. 1: Specifications (Revised)

<b>Bid Item No. 1: Ford F150 XL (Regular Cab) or Approved Equivalent</b>		
Manufacturer	✓	Ford
Make	✓	F150
Package	✓	XL
Door	✓	Regular Cab
Bed	✓	8'
Ext Color	✓	White
Interior Color	✓	Black/Gray
Interior Material	✓	Vinyl
Engine	✓	V8 or Equivalent V6 <b>5.0L V8</b>
Fuel	✓	Gasoline
Fuel Tank Size	✓	23
Transmission	✓	Elec 10 speed Auto
Oil Cooler		
Drivetrain	✓	4 x 2
Axle Ratio	✓	3.73
Wheel Size	✓	17" Steel
Tire Size	✓	245/70 R17 All Season
Spare	✓	Yes
Mirrors	✓	Manual
<b>FEATURES:</b>		
Payload Package		N/A <b>6750# GVWR</b>
<b>Trailer Receiver Hitch &amp; Tow Package Included (Transmission Cooler):</b>		
Class IV Hitch	✓	Yes
Trailer Tow Package	✓	Yes
Misc. 1	✓	Int Work Surface
Dual Alternator		
Cargo lamp	✓	Yes
Air Conditioning	✓	Single Zone
Door Locks	✓	Manual
Wheel	✓	Tilt / Telescoping
Flooring	✓	Vinyl
<b>SAFETY:</b>		
Rear Camera	✓	Yes
Fog Lamps	✓	Yes
Air Bags	✓	Yes
Brakes	✓	4 Wheel Anti-Lock
Tire Press Monitor	✓	Yes
<b>AUXILIARY:</b>		
Radio, External Speaker, Antenna, & Antenna Mount (To Be Included in Bid, Installed, & Compatible with Airfield Radio):		
<ul style="list-style-type: none"> <li>ICOM A120 Radio with SP-30 speakers</li> <li>B-ANT antenna</li> <li>K220C Antenna Mount</li> </ul> <div style="text-align: right; font-size: 1.2em; font-weight: bold;">DLR. INSTALLED</div>		
<b>-OR- EQUIVALENT EQUIPMENT</b>		
Ladder Rack	✓	Yes

✓ = YES

**Note: Features Highlighted in Yellow May Not Be Substituted for an Equivalent.**

*RS*



## Bid Item No. 2: Specifications (Revised)

Bid Item No. 2: Ford F150 XL (Super Crew) or Approved Equivalent		
Manufacturer	✓	Ford
Make	✓	F150
Package	✓	XL
Door	✓	Super Crew - Full Size Doors
Bed	✓	6.5'
Ext Color	✓	White
Interior Color	✓	Black/Gray
Interior Material	✓	Vinyl
Engine	✓	V8 or Equivalent V6 <b>5.0L V8</b>
Fuel		Gasoline
Fuel Tank Size	✓	26
Transmission	✓	Elec 10 speed Auto
Oil Cooler		
Drivetrain	✓	4 x 2
Axle Ratio	✓	3.73
Wheel Size	✓	17" Steel
Tire Size	✓	245/70 R17 All Season <b>LT 265/70R18C</b>
Spare	✓	Yes
Mirrors	✓	Manual
<b>FEATURES:</b>		
Payload Package	✓	Yes <b>HD PAYLOAD PKG.</b>
<b>Trailer Receiver Hitch &amp; Tow Package Included (Transmission Cooler):</b>		
Class IV Hitch	✓	Yes <b>MAX TRAILER TOW</b>
Trailer Tow Package	✓	Yes
Misc. 1	✓	Int Work Surface
Misc. 2	✓	<b>FACTORY BUILT-IN</b> Built-In On-Board Generator } OR- Detached/Installed Inverter Wattage Options: 1,500 watts, 2,000 watts, 2,500 watts
Dual Alternator		
Cargo lamp	✓	Yes
Air Conditioning	✓	Single Zone
Door Locks	✓	Manual
Wheel	✓	Tilt / Telescoping
Flooring	✓	Vinyl
<b>SAFETY:</b>		
Rear Camera	✓	Yes
Fog Lamps	✓	Yes
Air Bags	✓	Yes
Brakes	✓	4 Wheel Anti-Lock
Tire Press Monitor	✓	Yes
<b>AUXILIARY:</b>		
Radio, External Speaker, Antenna, & Antenna Mount (To Be Included in Bid, Installed, & Compatible with Airfield Radio): ✓		
<ul style="list-style-type: none"> <li>• ICOM A120 Radio with SP-30 speakers ✓</li> <li>• B-ANT antenna ✓</li> <li>• K220C Antenna Mount ✓</li> </ul>		
<b>-OR- EQUIVALENT EQUIPMENT</b>		
Ladder Rack		N/A

**✓ = YES**

**Note: Features Highlighted in Yellow May Not Be Substituted for an Equivalent.**

### Bid Item No. 3: Specifications (Revised)

Bid Item No. 3: Ford Ranger XL (Super Cab/Extended Cab) or Approved Equivalent	
Manufacturer	✓ Ford
Make	✓ Ranger
Package	✓ XL
Door	✓ Super Cab / Extended Cab
Bed	✓ 6'
Ext Color	✓ White
Interior Color	✓ Black/Gray
Interior Material	✓ Vinyl
Engine	4 Cylinder or V6 <b>2.3L ECOBOOST</b>
Fuel	✓ Gasoline
Fuel Tank Size	✓ 18
Transmission	✓ Elec 10 speed Auto
Oil Cooler	
Drivetrain	✓ 4 x 2 <b>STD.</b>
Axle Ratio	✓ 3.73 <b>STD.</b>
Wheel Size	✓ 16" Steel
Tire Size	✓ 255/70 R16 All Season
Spare	✓ Yes
Mirrors	✓ Manual
<b>FEATURES:</b>	
Payload Package	N/A
<b>Trailer Receiver Hitch &amp; Tow Package Included (Transmission Cooler):</b>	
Class IV Hitch	✓ Yes <b>CLASS III ONLY</b>
Trailer Tow Package	✓ Yes
Dual Alternator	
Cargo lamp	✓ Yes
Air Conditioning	✓ Single Zone
Door Locks	✓ Power
Wheel	✓ Tilt / Telescoping
Flooring	✓ Vinyl
<b>SAFETY:</b>	
Rear Camera	✓ Yes
Fog Lamps	✓ Yes <b>REQUIRES XL CHROME PKG.</b>
Air Bags	✓ Yes
Brakes	✓ 4 Wheel Anti-Lock
Tire Press Monitor	✓ Yes
<b>Radio, External Speaker, Antenna, &amp; Antenna Mount</b> (To Be Included in Bid, Installed, & Compatible with Airfield Radio):	
✓ ICOM A120 Radio with SP-30 speakers	
✓ B-ANT antenna	
✓ K220C Antenna Mount	
<b>-OR- EQUIVALENT EQUIPMENT</b>	
<b>DLR. INSTALLED</b>	
Ladder Rack	N/A

✓ = yes

**Note: Features Highlighted in Yellow May Not Be Substituted for an Equivalent.**

RED

### Bid Item No. 4: Specifications (Revised)

<b>Bid Item No. 4: Ford F150 XL (Regular Cab) or Approved Equivalent</b>	
Manufacturer	✓ Ford
Make	✓ F150
Package	✓ XL
Door	✓ Regular Cab
Bed	✓ 8'
Ext Color	✓ White
Interior Color	✓ Black/Gray
Interior Material	✓ Vinyl
Engine	✓ V8 or Equivalent V6 <span style="margin-left: 20px;">5.0L V8</span>
Fuel	✓ Gasoline
Fuel Tank Size	✓ 23
Transmission	✓ Elec 10 speed Auto
Oil Cooler	
Drivetrain	✓ 4 x 2
Axle Ratio	3.73
Wheel Size	✓ 17" Steel
Tire Size	✓ 245/70 R17 All Season
Spare	✓ Yes
Mirrors	✓ Manual
<b>FEATURES:</b>	
Payload Package	N/A
<b>Trailer Receiver Hitch &amp; Tow Package Included (Transmission Cooler):</b>	
Class IV Hitch	✓ Yes
Trailer Tow Package	✓ Yes
Misc. 1	✓ Int Work Surface
Dual Alternator	
Cargo lamp	✓ Yes
Air Conditioning	✓ Single Zone
Door Locks	✓ Manual
Wheel	✓ Tilt / Telescoping
Flooring	✓ Vinyl
<b>SAFETY:</b>	
Rear Camera	✓ Yes
Fog Lamps	✓ Yes
Air Bags	✓ Yes
Brakes	✓ 4 Wheel Anti-Lock
Tire Press Monitor	✓ Yes
<b>AUXILIARY:</b>	
Radio, External Speaker, Antenna, & Antenna Mount (To Be Included in Bid, Installed, & Compatible with Airfield Radio):	
<ul style="list-style-type: none"> <li>ICOM A120 Radio with SP-30 speakers</li> <li>B-ANT antenna</li> <li>K220C Antenna Mount</li> </ul> <div style="text-align: center; font-size: 1.2em; font-weight: bold; margin-top: 10px;">DLR. INSTALLED</div>	
<b>-OR- EQUIVALENT EQUIPMENT</b>	
Ladder Rack	✓ Yes

✓ = yes

**Note: Features Highlighted in Yellow May Not Be Substituted for an Equivalent.**

### Bid Item No. 5: Specifications (Revised)

<b>Bid Item No. 5: Ford Transit Cargo Van Med Roof XL or Approved Equivalent</b>	
Manufacturer	✓ Ford
Make	✓ Transit Cargo Van Med Roof
Interior Height	✓ Interior Height Should Allow "Stand Up" Space for up to 6' tall passengers
Package	✓ XL
Door	✓ 2 Front / 1 Rear / 1 Slide
Bed	N/A
Ext Color	✓ White
Interior Color	✓ Black/Gray
Interior Material	✓ Vinyl
Engine	✓ V8 or Equivalent V6 or V10 <b>3.5L ECOBOOST V6</b>
Fuel	✓ Gasoline
Fuel Tank Size	✓ 25
Transmission	✓ Elec 10 Speed Auto
Oil Cooler	✓ Yes
Drivetrain	✓ 4x2
Axle Ratio	✓ 3.73
Wheel Size	✓ 16" Steel
Tire Size	✓ 235/65 R16 All-Season
Spare	✓ Yes
Mirrors	✓ Manual
<b>FEATURES:</b>	
Payload Package:	<b>9500# GVWR</b>
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):	
Class IV Hitch	✓ Yes
Trailer Tow Package	✓ Yes, HD Trailer Tow Pkg
Misc. 1	✓ Load Area Protection Pkg
Misc. 2	✓ Hi Capacity Up-fitter Switches, Large Center Console, Aux Fuse Panel, Dual AGM Batteries, Mod Vehicle Wiring System
Misc. 3	✓ Pre-wired electrical harnesses tied to pre-installed switches.
Misc. 4	✓ Full-Height Polyprop Cargo, Vinyl Front/Rear
Misc. 5	✓ Built-In On-Board Generator -OR- Detached/Installed Inverter Wattage Options: 1,500 watts, 2,000 watts, 2,500 watts <b>DLR - INSTALLED</b>
Dual Alternator	✓ Yes
Cargo lamp	✓ Yes
Air Conditioning	✓ Single Zone
Door Locks	✓ Power
Wheel	✓ Tilt / Telescoping
Flooring	✓ Vinyl
Cargo Area	✓ At Least One Side of the Cargo Area should have pre-fab installed wall instead of shell metal frame.
<b>SAFETY:</b>	
Rear Camera	✓ Yes
Fog Lamps	✓ Yes
Air Bags	✓ Yes
Brakes	✓ 4 Wheel Anti-Lock
Tire Press Monitor	✓ Yes
<b>AUXILIARY:</b>	
Radio, External Speaker, Antenna, & Antenna Mount (To Be Included in Bid, Installed, & Compatible with Airfield Radio):	
✓	ICOM A120 Radio with SP-30 speakers
✓	B-ANT antenna
✓	K220C Antenna Mount
-OR- EQUIVALENT EQUIPMENT <b>DLR. INSTALLED</b>	

**Note: Features Highlighted in Yellow/In BOLD Print May Not Be Substituted for an Equivalent.**

## Bid Form (REVISED)

### EQUIVALENT/ALTERNATE ITEMS:

Bidder Submitting Bid for Equivalent/Alternate Items Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)
- **ITEMIZED COMPARISON** documenting equivalence for dimensions, quality, performance, and features of the product offered in bid submission. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

### EXACT MAKE/MODEL:

Bidder Submitting Bid for Exact Make/Model as specified, Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)

Bid Item No.	Qty.	Item Description	Bid Price
1	1	Ford F150 XL (Regular Cab) as specified -OR- Approved Equivalent	\$ <u>27,824.00</u>
Projected Delivery Lead Time from Date of Purchase: <u>16</u> weeks <i>production permitting</i>			
Equivalent Item Description (Make & Model) for Bid Item No. 1: _____			

Bid Item No.	Qty.	Item Description	Bid Price
2	1	Ford 150 XL (Super Crew) as specified -OR- Approved Equivalent	
Check <input checked="" type="checkbox"/> Applicable Option: <input checked="" type="checkbox"/> Built-In On-Board Generator <input type="checkbox"/> Detached/Installed Inverter Wattage Option: 1,500 watts			\$ <u>34,327.00</u>
Check <input checked="" type="checkbox"/> Applicable Option: <input type="checkbox"/> Built-In On-Board Generator <input checked="" type="checkbox"/> Detached/Installed Inverter Wattage Option: 2,000 watts			\$ <u>34,581.00</u>
Check <input checked="" type="checkbox"/> Applicable Option: <input type="checkbox"/> Built-In On-Board Generator <input checked="" type="checkbox"/> Detached/Installed Inverter Wattage Option: 2,500 watts <i>3000 WATT</i>			\$ <u>34,733.00</u>
Projected Delivery Lead Time from Date of Purchase:			<u>16</u> weeks <i>production permitting</i>
Equivalent Item Description (Make & Model) for Bid Item No. 2: _____			

**Bidder: Complete & Return this Page with Offer.**

## Bid Form (REVISED) Continued

### EQUIVALENT/ALTERNATE ITEMS:

Bidder Submitting Bid for Equivalent/Alternate Items Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)
- **ITEMIZED COMPARISON** documenting equivalence for dimensions, quality, performance, and features of the product offered in bid submission. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

### EXACT MAKE/MODEL:

Bidder Submitting Bid for Exact Make/Model as specified, Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)

Bid Item No.	Qty.	Item Description	Bid Price
3	1	Ford Ranger XL (Super Cab/Extended Cab) as specified -OR- Approved Equivalent	\$ <u>25,933</u> . <u>00</u>

Projected Delivery Lead Time from Date of Purchase: \_\_\_\_\_ weeks

Equivalent Item Description (Make & Model) for Bid Item No. 3:

\_\_\_\_\_

Bid Item No.	Qty.	Item Description	Bid Price
4	1	Ford F150 XL (Regular Cab) as specified -OR- Approved Equivalent	\$ <u>27,927</u> . <u>00</u>

Projected Delivery Lead Time from Date of Purchase: 16 weeks *PRODUCTION PERMITTING*

Equivalent Item Description (Make & Model) for Bid Item No. 4:

\_\_\_\_\_

**Bidder: Complete & Return this Page with Offer.**



## Bid Form (REVISED) Continued

### EQUIVALENT/ALTERNATE ITEMS:

Bidder Submitting Bid for Equivalent/Alternate Items Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)
- **ITEMIZED COMPARISON** documenting equivalence for dimensions, quality, performance, and features of the product offered in bid submission. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

### EXACT MAKE/MODEL:

Bidder Submitting Bid for Exact Make/Model as specified, Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)

Bid Item No.	Qty.	Item Description	Bid Price
5	1	Ford Transit Cargo Van Med Roof XL as specified -OR- Approved Equivalent	
Check <input checked="" type="checkbox"/> Applicable Option: <input type="checkbox"/> Built-In On-Board Generator <input checked="" type="checkbox"/> Detached/Installed Inverter Wattage Option: 1,500 watts			\$ <u>37,762.00</u>
Check <input checked="" type="checkbox"/> Applicable Option: <input type="checkbox"/> Built-In On-Board Generator <input type="checkbox"/> Detached/Installed Inverter Wattage Option: 2,000 watts			\$ <u>38,992.00</u>
Check <input checked="" type="checkbox"/> Applicable Option: <input type="checkbox"/> Built-In On-Board Generator <input type="checkbox"/> Detached/Installed Inverter Wattage Option: 2,500 watts			\$ <u>39,492.00</u>
Projected Delivery Lead Time from Date of Purchase:			<u>16</u> weeks <sup>PRODUCTION</sup> <sub>PERMITTING</sub>
Equivalent Item Description (Make & Model) for Bid Item No. 5:  _____			

### Acknowledgment of Addenda (if any):

Addendum 1 ☒ Date Received 5-1-21

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

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

**Bidder: Complete & Return this Page with Offer.**

**Ken Durbin**  
Government & Fleet Sales

(409) 895-3800 x263  
Cell (409) 284-1009  
FAX (409) 895-3884  
1-800-464-2749



FORD

kdurbin.sisbeefleet@gmail.com

1211 U.S. Hwy 96 N.  
P.O. Box 815  
Sisbee, Texas 77856

RECEIVED MAY

8:08 am

*Durbin*





# 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

April 6, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for **IFB 21-025/YS, Term Contract for Asphalt Products 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 Asphalt Products for Jefferson County  
**BID NO:** IFB 21-025/YS  
**DUE DATE/TIME:** 11:00 AM CT, Wednesday, May 5, 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 – April 7, 2021 and April 14, 2021  
 The Examiner – April 8, 2021

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### **Bid Submissions:**

**Bidder is responsible for submitting: One (1) original and two (2) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive. <http://www.co.jefferson.tx.us/purchasing/main.htm>

## Instructions to Bidders

---

### 1. Bid Submission

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

Jefferson County Purchasing Department  
1149 Pearl Street, 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/>

#### **DEADLINE FOR QUESTIONS:**

**The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm, Wednesday, April 21, 2021.**

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

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

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

### 3. Courthouse Security

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

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

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:**

<b>January 18, 2021</b>	Martin Luther King, Jr. Day	Monday
<b>February 15, 2021</b>	President's Day	Monday
<b>April 2, 2021</b>	Good Friday	Friday
<b>May 31, 2021</b>	Memorial Day	Monday
<b>July 5, 2021</b>	Independence Day	Monday
<b>September 6, 2021</b>	Labor Day	Monday
<b>November 11, 2021</b>	Veteran's Day	Thursday
<b>November 25 &amp; 26, 2021</b>	Thanksgiving	Thursday & Friday
<b>December 23 &amp; 24, 2021</b>	Christmas	Thursday & Friday
<b>December 31, 2021</b>	New Year's	Friday

#### **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 Change Order.** No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect

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

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

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

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

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

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

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

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

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

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

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

## 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:**

(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 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 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**

**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 representative's 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."



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

#### **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

**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 9 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 21-025/YS.

### Scope

Vendor shall provide Asphalt Products for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year with an option to renew for four (4) additional years beginning on or about Date of Award.

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 part of this contract.

Before award successful bidder must submit third party laboratory testing to prove the material they are to be awarded meets Jefferson County specifications.

Prices may be adjusted only to reflect increases or decreases in rail rates, or as indicated on bid blank. The County shall require written verification on any increase in rail rates. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase orders will be released to the successful bidder(s) as required. **MINIMUM ORDERS ARE NOT ACCEPTABLE.**

The County shall reserve the right to waive bid informalities, to reject any or all bids, to award material by line item or by Precinct by line item, and to award to the bidder or bidders making the offer most beneficial to the County. Jefferson County reserves the right to cancel this contract with 15 days' written notification.

F.O.B. point shall be strictly as indicated on bid blanks. Rail delivery material shall be quoted F.O.B. shipping point with separate rate for prepaid rail delivery to the various points in Jefferson County. Truck delivery material shall be quoted F.O.B. Jefferson County delivery zones, as required, with delivery prepaid. Bidder bears freight charges. **Bidder shall supply material from the location closest to the County project site.** Hopper pickup material and other shipping point purchases shall be quoted F.O.B. trucks, shipping point, with freight for the County's account.

**LOAD LIMITS.** Any vehicle used to deliver materials shall comply with the State law concerning the gross weight of such vehicle load, unless authorized by permit to exceed the legal weight.

The County shall reserve the right to reject the bid of any bidder who does not have certified scales, which shall be certified by the Weights and Measures Division of the Department of Agriculture of the State of Texas, or certified by a company duly registered with the said Department of Agriculture. Each load of material sold on a unit weight basis shall be weighed on certified scales and weigh tickets for each truck shall be presented at time of delivery. Reference is made to TxDOT Standard Specifications for measurement of the various items bid. For those items which require measurement by the ton of 2000 pounds dry weight or require a not-to-exceed moisture and/or light hydrocarbon volatiles content in the mixture, the bidder shall determine at the time of weighing, the amount of moisture and/or light hydrocarbon volatiles to be deducted from the net weight to determine the quantity of actual material for which payment is to be made.

Alternate bids are not solicited. **Add nothing to this bid;** unsolicited attachments may be discarded and have no bearing on this bid.

If a problem develops with Asphalt Products during the year, samples shall be taken by a third party laboratory representative in the presence of representatives from both the County and the successful bidder. If the results of such test reveal the samples submitted do not meet the specifications, the cost of the test shall be at the expense of the successful bidder. The successful bidder shall make satisfactory adjustment for all products delivered which do not comply with Jefferson County's specifications. If the results of the test reveal the samples submitted meet Jefferson County's specification, the County will bear the cost of the test.

Manufacturer's Safety Data Sheets (MSDS) must be provided on all applicable deliveries.

Quantities to be purchased will be on an as-needed basis and may be affected by weather conditions or available funds. The County's previous annual purchases of Asphalt Products are listed below.

<b>Asphaltic Products</b>	Grade RS-2 (HVRs)	130,115 gallons
	Grade SSI	2,032 gallons
	Grade AE-P	5,303 gallons

These figures are shown solely as basis for bidders to determine the past history of these items, and do not imply any promise that these quantities will be purchased.

Materials shall be measured by normal stockpile weight, that is, by the ton of 2000 pounds at optimum moisture content, or by cubic yard or by gallon, as indicated on the bid blank.

**Rail Car Weights.** County shall randomly check rail car weights. If rail car weight is less than car billed weight the supplier will be back charged for the difference in the weight, as well as the cost of weighing the cars.

**Truck Delivery.** Quote delivery via tandem dump truck or by trailer as may be required. It will be the decision of each precinct how materials are delivered. Price for delivery to the five (5) county delivery points listed below shall be price per ton, per mile.

Precinct 1 Stockpile	China Service Center
Precinct 2 Stockpile	Viterbo Road
Precinct 2 Storage Yard	LaBelle Road & Hwy. 365
Precinct 3 Stockpile	Hwy. 124, Hamshire
Precinct 4 Stockpile	Boyt Road

Hopper bids shall list city and address of hopper location as well as hours of operation. Bidders desiring to quote materials loaded onto trucks from barges may list their locations under the Hopper pickup caption.

Texas State Department of Transportation Standard Specification (1995), with the exceptions noted below, shall define the materials in this specification.

If after bid award is made, vendor is unable to supply Jefferson County with materials ordered, vendor shall fax a letter within two (2) hours of request stating why the material cannot be delivered. Jefferson County will then be able to go out on the open market for the materials that are needed until the vendor faxes another letter informing the County the materials are available again.

Items which are not published in the TXDOT Standard Specification or which modify State Specifications are listed as follows:

## Bidder Information Form

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

**Bid Number & Name:** IFB 21-025/YS, Term Contract for Asphalt Products for Jefferson County

**Bidder's Company/Business Name:** Martin Asphalt Company

**Bidder's TAX ID Number:** 75-2081053

**Contact Person:** Victoria Espino **Title:** Sales Rep.

**Phone Number (with area code):** 713-350-6852

**Alternate Phone Number if available (with area code):** 713-350-5350

**Fax Number (with area code):** 713 350 2801

**Email Address:** victoria.espino@martinmlp.com

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

3 Riverway # 400

Houston TX 77056

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:

Martin Asphalt Company  
Company Name

For clarification of this offer, contact:

3 Riverway #400  
Address

Victoria Espino  
Name

Houston TX 77056  
City State Zip

713 350 6852 713 350 2801  
Phone Fax

[Signature]  
Signature of Person Authorized to Sign

Victoria.espino@martinmlp.com  
E-mail

Victoria Espino  
Printed Name

Sales Rep.  
Title

**Bidder: Complete & Return this Form with Offer.**



## ACCEPTANCE OF OFFER

---

The Offer is hereby accepted for the following items: Asphalt Products 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 21-025/YS, Term Contract for Asphalt Products 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

<b>II. Asphalt Products – Hopper Pick Up</b>		
A.	Anionic – Hopper must be within Jefferson County	
	1. Grade RS-2 (HVRS)	N/A Per gallon, FOB truck
	2. Grade SS-1	2.00 Per gallon, FOB truck
	Delivery and Return Charge for Tanker:	\$520 delivery / \$260 return
B.	Cationic Emulsions	
	1. Grade AE-P	2.25 Per gallon, FOB truck
	Vendor's Shipping Point Address:	100 1/2 E. Ft. Neches Ave, Ft. Neches TX
	Hours of Hopper Operation:	8Am - 4pm
	Delivery and Return Charge for Tanker:	\$520 delivery / \$260 return

Martin  
plantMartin  
plant

77651

**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: Dewitt County  
 Address: 307 North Gonzales Cuero TX 77954  
 Contact Person and Title: James Kaiser, Commissioner  
 Phone: 361 935 4591 Fax: 361-275 0919  
 Email Address: \_\_\_\_\_ Contract Period: Yearly  
 Scope of Work: Supply Asphalt oil

### REFERENCE TWO

Government/Company Name: Victoria County  
 Address: \_\_\_\_\_  
 Contact Person and Title: Kevin Janak, Commissioner  
 Phone: 361 935 0560 Fax: —  
 Email Address: Kjanak@VCTX.org Contract Period: Yearly  
 Scope of Work: Supply Asphalt oil

### REFERENCE THREE

Government/Company Name: Burleson County  
 Address: 70 BOX 790 Caldwell, TX 77836  
 Contact Person and Title: David Hildebrand, Commissioner  
 Phone: 919-220-3732 Fax: 919 567 6848  
 Email Address: rb3@burlesoncounty.org Contract Period: Yearly  
 Scope of Work: Supply Asphalt oil

**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.

Martin Asphalt Company  
Bidder (Entity Name)

  
Signature

3 Riverway #400  
Street & Mailing Address

Victoria Espino  
Print Name

Houston TX 77056  
City, State & Zip

4/20/21  
Date Signed

713-350-6852  
Telephone Number

713 350 2801  
Fax Number

Victoria.espino@martinmip.com  
E-mail Address

**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	
Victor Espino Sales Rep _____ Name and Title of Contractor's Authorized Official (Please Print)	
4/20/21 _____ Date	

**Bidder: Complete & Return this Form with Offer.**

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

*Martin Asphelt*

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

*N/A*

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

*N/A*

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

*N/A*

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

☐ Yes

☐ No

*N/A*

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *[Signature]*  
Signature of vendor doing business with the governmental entity

*4/29/21*  
Date

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

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
<b>1</b> Name of Local Government Officer	Date Received	
<b>2</b> Office Held		
<b>3</b> Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code		
<b>4</b> Description of the nature and extent of employment or other business relationship with vendor named in item 3		
<b>5</b> List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
(attach additional forms as necessary)		
<b>6</b> <b>AFFIDAVIT</b>		
<p style="text-align: center;">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

**Note: This Form is for Office Use Only.**

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 . . .

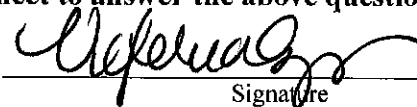
- |                              |  |   |
|------------------------------|--|---|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, 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.

Victoria Espino

Printed Name of Authorized Representative



Signature

Sales Rep

Title

4/20/21

Date

**Bidder: Complete & Return this Form with Offer.**

### Notice of Intent (NOI) to Subcontract with





Jefferson County

4/26/2021

1149 Pearl Street

Beaumont, TX 77701

RE: HUB

To whom it may concern:

Martin Asphalt has terminal locations in various part of Texas including, Hondo, South Houston, Port Neches, and Beaumont. With these plants giving us the capacity for over 60,000 tons of inventory and over 150 employees, we have the ability to manufacture or blend all of the products Jefferson County anticipates to purchase.

Thank you,

Victoria Espino

Sales Representative

Martin Asphalt Company

713.350.6852

## 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).

**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: Martin Asphalt Company HUB: p Yes ☒ No

Address: 3 Riverway #400 Hanover TX 77056

Street City State Zip

Phone (with area code): 713 350 6852 Fax (with area code): 713 350 2801

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

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

HUB Subcontractor Name: N/A

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

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

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

Street	City	State	Zip

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

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

Description of Subcontract Work to be Performed:

_____ Printed Name of Contractor Representative	_____ Signature of Representative	_____ 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.**

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

PAGE 1 OF 4

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

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

☐ Yes ☒ No

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

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

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

Street City State Zip

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

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

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

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

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

**FOR HUB OFFICE USE ONLY:**

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

## PART I. HUB SUCONTRACTOR DISCLOSURE

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

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

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

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

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

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

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

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

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

**Bidder: 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)
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☒ HUBs were unavailable for the following trade(s):

☒ Other: We produce all our own material at our own plant.

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

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

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

Subcontractor Name: N/A

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

Street City State Zip

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

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

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

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

Subcontractor Name: N/A

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

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

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

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

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

Description of Subcontract Work to be Performed:

**Bidder: 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): VICTORIA Espino

Title: Sales Rep

Signature: 

Date: 4/20/21

E-mail address: Victoria.espino@maritimilp.com

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

Name (print or type): Stephanie Anwere

Title: Customer Service Manager

Date: 4/20/21

E-mail address: stephanie.aquino@martinmlp.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 Martin Asphalt Company [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- ☐ I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	75 2081053
Company Name submitting bid/proposal:	Martin Asphalt Company
Mailing address:	3 Rwerway, #400 Houston TX 77056
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**
506199-000-000020	#1 Gulf States Rd, Beaumont TX 77704
506199-000-000010	100 1/2 E. Ft Neches Ave, Ft Neches TX 77451
506199-000-000030	#10 Sulfur Plant Road, Beaumont TX 77701

\* 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, Victoria Espino, the undersigned representative of (company or business name) Martin Asphalt Company (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.

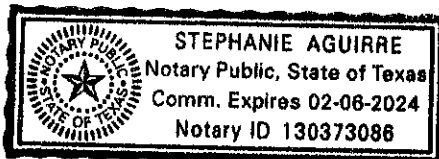
[Signature]  
Signature of Company Representative

4/20/21  
Date

On this 20<sup>th</sup> day of April, 2021, personally appeared

Victoria Espino, 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  
4/26/21  
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.

Martin Asphalt Company  
Company Name

21-005/ys

IFB/RFP/RFQ number

Certification check performed by:

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

\_\_\_\_\_  
Date

**Bidder: Complete & Return this Form with Offer.**

# Bid Affidavit

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

STATE OF Texas COUNTY OF Harris

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

on this day personally appeared VICTORIA Espino, who  
(name)

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

"I, VICTORIA Espino am a duly authorized officer of/agent  
(name)  
for Martin Asphalt Company and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Martin Asphalt Company.  
(name of firm)

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

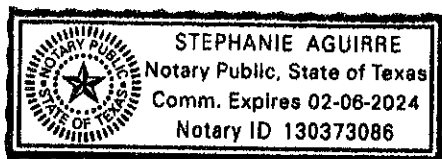
Name and address of bidder: Martin Asphalt Company

Fax: 713 350 2801 Telephone# 713 350 - 6852  
by: VICTORIA Espino Title: Sales Rep  
(print name)

Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above-named  
Victoria Espino on

this the 26<sup>th</sup> day of April, 2021.



[Signature]  
Notary Public in and for  
the State of TX

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



# SAFETY DATA SHEET

## SECTION 1) CHEMICAL PRODUCT AND SUPPLIER'S IDENTIFICATION

**Product ID:** 500472, 500473, 500474, 500475, 500476, 500354, 500355, 500356, 500357, 500358  
**Product Name:** SS-1, SS-1H, SS1-ROYAL, RS-2, MS-1, MS-2 EMULSIFIED  
**Revision Date:** ASPHALT Jul 14, 2015 **Date Printed:** Sep 22, 2015  
**Version:** 2.0 **Supersedes Date:** Martin Dec 12, 2014  
**Manufacturer's Name:** Product Sales LLC  
**Address:** P.O. Box 191, Kilgore, TX, US, 75663 CHEMTREC (800) 424-9300  
**Emergency Phone:**  
**Information Phone:** 713-350-5350  
**Fax:**  
**Product/Recommended Uses:**

## SECTION 2) HAZARDS IDENTIFICATION

### Classification:

Carcinogenicity - Category 2

### Pictograms:



### Signal Word:

Warning

### Hazardous Statements - Health:

Causes mild skin irritation  
 Suspected of causing cancer

### Precautionary Statements - General:

If medical advice is needed, have product container or label at hand.  
 Keep out of reach of children.  
 Read label before use.

### Precautionary Statements - Prevention:

Do not handle until all safety precautions have been read and understood.  
 Wear protective gloves/protective clothing/eye protection/face protection.  
 Do not breathe dust/fume/gas/mist/vapors/spray.

### Precautionary Statements - Response:

IF exposed or concerned: Get medical advice/attention.

**Precautionary Statements - Storage:**

Store locked up.

**Precautionary Statements - Disposal:**

Dispose of contents/container to disposal recycling center. Under RCRA it is the responsibility of the user of the product to determine at the time of disposal whether the product meets RCRA criteria for hazardous waste. Waste management should be in full compliance with federal, state and local laws.

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**SECTION 3) COMPOSITION / INFORMATION ON INGREDIENTS**


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CAS	Chemical Name	% By Weight
0008052-42-4	BITUMENS	60% - 70%
0007732-18-5	WATER	29% - 39%
PROPRIETARY	ANIONIC EMULSIFIERS	0.5%-1.5%
0001310-73-2	SODIUM HYDROXIDE	<0.5%

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**SECTION 4) FIRST-AID MEASURES**


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**Inhalation:**

Remove source of exposure or move person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/doctor. If breathing has stopped, trained personnel should begin rescue breathing or, if the heart has stopped, immediately start cardiopulmonary resuscitation (CPR) or automated external defibrillator.

**Skin Contact:**

Rinse/wash with lukewarm, gently flowing water and mild soap for 5 minutes or until product is removed. If skin irritation occurs or you feel unwell: Get medical advice/attention.

**Eye Contact:**

If irritation occurs, cautiously rinse eyes with lukewarm, gently flowing water for 15-20 minutes, while holding the eyelids open. If eye irritation persists: Get medical advice/attention.

**Ingestion:**

If exposed or concerned: Get medical advice/attention.  
Do not induce vomiting

---

**SECTION 5) FIRE-FIGHTING MEASURES**


---

**Suitable Extinguishing Media:**

Dry chemical, foam, carbon dioxide or fog is recommended. Water spray is recommended to cool or protect exposed materials or structures. Carbon dioxide can displace oxygen. Use caution when applying carbon dioxide in confined spaces. Simultaneous use of foam and water on the same surface is to be avoided as water destroys the foam. Sand or earth may be used for small fires only.

Water fog may be used on flat surfaces such as roads.

**Unsuitable Extinguishing Media:**

Water may be ineffective but can be used to cool containers exposed to heat or flame.

**Specific Hazards in Case of Fire:**

Hazardous combustion products may include: A complex mixture of airborne solid and liquid particulates and gases (smoke), carbon monoxide, unidentified organic and inorganic compounds.

Oxides of sulfur and nitrogen.

**Fire-fighting Procedures:**

Isolate immediate hazard area and keep unauthorized personnel out. Stop spill/release if it can be done safely. Move undamaged containers from immediate hazard area if it can be done safely. Water spray may be useful in minimizing or dispersing vapors and to protect personnel. Stay upwind and avoid smoke and fumes.

Dispose of fire debris and contaminated extinguishing water in accordance with official regulations.

**Special Fire-fighting Procedures:**

Do not use water on fire in tank or other containers since it may cause violent eruption and spreading of burning material.

**Special Protective Actions:**

Wear protective pressure self-contained breathing apparatus (SCBA) and full turnout gear.

Care should always be exercised in dust/mist areas.

**SECTION 6) ACCIDENTAL RELEASE MEASURES****Emergency Procedure:**

Immediately turn off or isolate any source of ignition. Keep unnecessary people away; isolate hazard area and deny entry. Do not touch or walk through spilled material. Clean up immediately. Prevent from spreading by making a barrier with sand, earth or other containment material. Collect with absorbent, non-combustible, inert material such as clay or sand, into suitable containers. Transfer to a container for disposal.

Large spills, once contained, may be picked up using explosion proof, non sparking vacuum pumps, shovels, or buckets, and disposed of in suitable containers for disposal. Local authorities should be advised if significant spillages cannot be contained.

Spill procedures (water): Remove from surface by skimming or with suitable adsorbents. If a large spill occurs notify appropriate authorities.

If spilled material is cleaned up using a regulated solvent, the resulting waste mixture may be regulated.

**Recommended equipment:**

No special breathing equipment is required. Material doesn't have acute toxicity.

PPE: rubber gloves, leather boots, long sleeve shirt, long pants, safety glasses.

**Personal Precautions:**

Avoid breathing vapor or mist. Avoid contact with skin, eye or clothing. Do not touch damaged containers or spilled materials unless wearing appropriate protective clothing.

**Environmental Precautions:**

Stop spill/release if it can be done safely. Prevent spilled material from entering sewers, storm drains, other unauthorized drainage systems and natural waterways by using sand, earth, or other appropriate barriers.

**SECTION 7) HANDLING AND STORAGE****General:**

Wash hands after use.

Do not get in eyes, on skin or on clothing.

Do not breathe vapors or mists.

Use good personal hygiene practices.

Eating, drinking and smoking in work areas is prohibited.

Remove contaminated clothing and protective equipment before entering eating areas.

**Ventilation Requirements:**

Use only with adequate ventilation to control air contaminants to their exposure limits. The use of local ventilation is recommended to control emissions near the source.

**Storage Room Requirements:**

Keep container(s) tightly closed and properly labeled. Store in cool, dry, well-ventilated areas away from heat, direct sunlight and strong oxidizers. Store in approved containers and protect against physical damage. Keep containers securely sealed when not in use. Indoor storage should meet OSHA standards and appropriate fire codes. Containers that have been opened must be carefully resealed to prevent leakage. Empty containers retain residue and may be dangerous.

**SECTION 8) EXPOSURE CONTROLS/PERSONAL PROTECTION****Eye protection:**

Chemical goggles, safety glasses with side shields or vented/splash proof goggles. Contact lenses may absorb irritants. Particles may adhere to lenses and cause corneal damage.

**Skin protection:**

Wear gloves, long sleeved shirt, long pants and other protective clothing as required to minimize skin contact.

Use of gloves approved to relevant standards made from the following materials may provide suitable chemical protection: PVC, neoprene or nitrile rubber gloves. Suitability and durability of a glove is dependent on usage, e.g. frequency and duration of contact, chemical resistance of glove material, glove thickness, dexterity. Always seek advice from glove suppliers. Contaminated gloves should be replaced. Chemical-resistant clothing is recommended to avoid prolonged contact. Avoid unnecessary skin contact.

### Respiratory protection:

If engineering controls do not maintain airborne concentrations to a level which is adequate to protect worker, a respiratory protection program that meets or is equivalent to OSHA 29 CFR 1910.134 and ANSI Z88.2 should be followed. Check with respiratory protective equipment suppliers. Where air-filtering respirators are suitable, select an appropriate combination of mask and filter. Select a filter suitable for combined particulate/organic gases and vapours.

Chemical Name	OSHA TWA (ppm)	OSHA TWA (mg/m3)	OSHA STEL (ppm)	OSHA STEL (mg/m3)	OSHA Tables (Z1, Z2, Z3)	OSHA Carcinogen	OSHA Skin designation	NIOSH TWA (ppm)	NIOSH TWA (mg/m3)	NIOSH STEL (ppm)	NIOSH STEL (mg/m3)	NIOSH Carcinogen
BITUMENS												1
SODIUM HYDROXIDE		2			1							

Chemical Name	ACGIH TWA (ppm)	ACGIH TWA (mg/m3)	ACGIH STEL (ppm)	ACGIH STEL (mg/m3)	ACGIH Carcinogen	ACGIH Notations	ACGIH TLV Basis
BITUMENS		0.5			A4	A4; BEI	URT & eye irr
SODIUM HYDROXIDE				C 2			URT, eye, & skin irr

## SECTION 9) PHYSICAL AND CHEMICAL PROPERTIES

### Physical and Chemical Properties

Density	8.437 lb/gal
% Solids By Weight	63%
Density VOC	N.A.
% VOC	0
VOC Actual	0
VOC Actual	0
Specific Gravity	1.011-1.016
VOC Regulatory	0
VOC Regulatory	0
Appearance	Brown fluid
Odor Threshold	N.A.
Odor Description	Mild petroleum hydrocarbon odor
pH	Basic
Water Solubility	Dispersible in water
Flammability	Nonflammable
Flash Point Symbol	N.A.

Flash Point	N.A.
Viscosity	>100 cSt at 104°F
Lower Explosion Level	N.A.
Upper Explosion Level	N.A.
Vapor Pressure	N.A.
Vapor Density	> N.A.
Freezing Point	N.A.
Softening Point	N.A.
Low Boiling Point	212 °F
High Boiling Point	N.A.
Auto Ignition Temp	N.A.
Decomposition Pt	N.A.
Evaporation Rate	N.A.
Partition Coefficient: n-Octanol/Water	N.A.

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## SECTION 10) STABILITY AND REACTIVITY

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### Stability:

Stable

### Conditions to Avoid:

Avoid direct sunlight, extremes of temperatures and contact with incompatible materials.

Avoid high temperatures and product contamination.

### Hazardous Polymerization:

Will not occur.

### Incompatible Materials:

Avoid contact with acids and oxidizing materials.

### Hazardous Decomposition Products:

Normal combustion forms carbon dioxide and water vapor. Incomplete combustion can produce carbon monoxide. Carbon dioxide, hydrogen chloride, organic acids, aldehydes, alcohols.

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## SECTION 11) TOXICOLOGICAL INFORMATION

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### Skin Corrosion/Irritation:

Prolonged or repeated contact may cause mild skin irritation.

### Serious Eye Damage/Irritation:

Can be slightly irritating to eyes

### Respiratory/Skin Sensitization:

No Data Availab

### Gell Cell Mutagenicity:

No Data Available

### Carcinogenicity:

Suspected of causing cancer

### Reproductive Toxicity:

No Data Available

### Specific Target Organ Toxicity - Single Exposure:

No Data Available

### Specific Target Organ Toxicity - Repeated Exposure:

No Data Available

### Aspiration Hazard:

No Data Available

**Acute Toxicity:**

No Data Available

**Potential Health Effects - Miscellaneous**

0008052-42-4 BITUMENS

Is an IARC carcinogen. Occupational exposures to straight-run bitumens and their emissions during road paving are possibly carcinogenic to humans (Group 2B)

**SECTION 12) ECOLOGICAL INFORMATION****Toxicity:**

No Data Available

**Persistence and Degradability:**

No Data Available.

**Bio-accumulative Potential:**

No Data Available.

**Mobility in Soil:**

No Data Available.

**Other Adverse Effects:**

No Data Available.

**SECTION 13) DISPOSAL CONSIDERATIONS****Waste Disposal:**

Under RCRA it is the responsibility of the user of the product to determine at the time of disposal whether the product meets RCRA criteria for hazardous waste. Waste management should be in full compliance with federal, state and local laws.

Empty Containers retain product residue which may exhibit hazards of material, therefore do not pressurize, cut, glaze, weld or use for any other purposes. Return drums to reclamation centers for proper cleaning and reuse.

**SECTION 14) TRANSPORT INFORMATION****U.S. DOT Information:**

Not regulated as a hazardous material for transportation.

**IMDG Information:**

This material is not classified as dangerous under IMDG regulations.

**IATA Information:**

This material is not classified as dangerous under IATA regulations.

**SECTION 15) REGULATORY INFORMATION**

CAS	Chemical Name	% By Weight	Regulation List
0008052-42-4	BITUMENS	60% - 70%	DSL,SARA312,TSCA,TX_ESL,ACGIH
0007732-18-5	WATER	29% - 39%	DSL,TSCA



0001310-73-2	SODIUM HYDROXIDE	< 0.5%	DSL,CERCLA,SARA312,TSCA,TX_ESL,ACGIH,OSHA

## SECTION 16) OTHER INFORMATION INCLUDING INFORMATION ON PREPARATION AND REVISION OF THE SDS

### Glossary:

ACGIH- American Conference of Governmental Industrial Hygienists; ANSI- American National Standards Institute; Canadian TDG- Canadian Transportation of Dangerous Goods; CAS- Chemical Abstract Service; Chemtrec- Chemical Transportation Emergency Center (US); CHIP- Chemical Hazard Information and Packaging; DSL- Domestic Substances List; EC- Equivalent Concentration; EH40 (UK)- HSE Guidance Note EH40 Occupational Exposure Limits; EPCRA- Emergency Planning and Community Right-To-Know Act; ESL- Effects screening levels; HMIS- Hazardous Material Information Service; LC- Lethal Concentration; LD- Lethal Dose; NFPA- National Fire Protection Association; OEL- Occupational Exposure Limits; OSHA- Occupational Safety and Health Administration, US Department of Labor; PEL- Permissible Exposure Limit; SARA (Title III)- Superfund Amendments and Reauthorization Act; SARA 313- Superfund Amendments and Reauthorization Act, Section 313; SCBA- Self-Contained Breathing Apparatus; STEL- Short Term Exposure Limit; TCEQ - Texas Commission on Environmental Quality; TLV- Threshold Limit Value; TSCA- Toxic Substances Control Act Public Law 94-469; TWA - Time Weighted Value; US DOT- US Department of Transportation; WHMIS- Workplace Hazardous Materials Information System.

### Version 2.0:

Changes made on: Section 1, Section 2, Section 3, Section 8, Section 9, Section 11 and Section 15

Revision Date: Jul 14, 2015

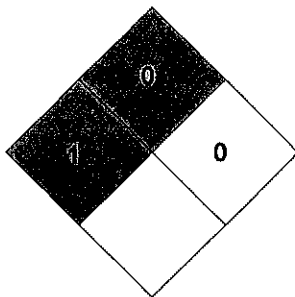
Please contact the supplier for further information on the version history

## DISCLAIMER

Information provided in this Safety Data Sheet is considered accurate and reliable based on information issued from internal and outside sources to the best of Martin Product Sales LLC's knowledge; however, Martin Product Sales LLC makes no representations, guarantees or warranties, expressed or implied, of merchantability or fitness for the particular purpose, regarding the accuracy of such information or the result to be obtained from the use thereof or as to the sufficiency of information herein presented. Martin Product Sales LLC assumes no responsibility for injury to recipient or to third persons or for any damage to any property and recipient assumes all such risks.

This product may be formulated in part with components purchased from other companies. In many instances, especially when proprietary or trade secret materials are used, Martin Asphalt Company, a division of Martin Product Sales LLC, must rely upon information provided by the material manufacturers or distributors.

### NFPA





# SAFETY DATA SHEET

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## SECTION 1) CHEMICAL PRODUCT AND SUPPLIER'S IDENTIFICATION

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**Product ID:** 500127  
**Product Name:** AE-P BASE  
**Revision Date:** Jul 14, 2015  
**Version:** 2.0  
**Manufacturer's Name:** Martin Product Sales LLC  
**Address:** P.O. Box 191, Kilgore, TX, US, 75663  
**Emergency Phone:** CHEMTREC (800) 424-9300  
**Information Phone:** 713-350-5350  
**Fax:**  
**Product/Recommended Uses:**

**Date Printed:** Sep 15, 2015  
**Supersedes Date:** Jul 30, 2014

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## SECTION 2) HAZARDS IDENTIFICATION

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### Classification:

Carcinogenicity - Category 2

Acute toxicity, Inhalation - Category 1

### Pictograms:



### Signal Word:

Danger

### Hazardous Statements - Health:

Suspected of causing cancer

Fatal if inhaled

### Precautionary Statements - General:

If medical advice is needed, have product container or label at hand.

Keep out of reach of children.

Read label before use.

### Precautionary Statements - Prevention:

Obtain special instructions before use.

Do not handle until all safety precautions have been read and understood.

Wear protective gloves/protective clothing/eye protection/face protection.

Do not breathe dust/fume/gas/mist/vapors/spray.

Use only outdoors or in a well-ventilated area.

In case of inadequate ventilation, wear respiratory protection.

### Precautionary Statements - Response:

IF exposed or concerned: Get medical advice/attention.

IF INHALED: Remove person to fresh air and keep comfortable for breathing.

Immediately call a POISON CENTER or doctor.

Specific treatment is urgent (see Section 4 First Aid Measures on this label).

#### Precautionary Statements - Storage:

Store locked up.

Store in a well-ventilated place. Keep container tightly closed.

#### Precautionary Statements - Disposal:

Dispose of contents/container to disposal recycling center. Under RCRA it is the responsibility of the user of the product to determine at the time of disposal whether the product meets RCRA criteria for hazardous waste. Waste management should be in full compliance with federal, state and local laws.

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### SECTION 3) COMPOSITION / INFORMATION ON INGREDIENTS

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CAS	Chemical Name	% By Weight
0008052-42-4	BITUMENS	100%

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### SECTION 4) FIRST-AID MEASURES

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#### Inhalation:

Remove source of exposure or move person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/doctor. If breathing has stopped, trained personnel should begin rescue breathing or, if the heart has stopped, immediately start cardiopulmonary resuscitation (CPR) or automated external defibrillator.

If exposed or concerned: Get medical attention.

#### Skin Contact:

Rinse/wash with lukewarm, gently flowing water and mild soap for 5 minutes or until product is removed. If skin irritation occurs or you feel unwell: Get medical advice/attention.

If exposed or concerned: Get medical advice/attention.

#### Eye Contact:

If irritation occurs, cautiously rinse eyes with lukewarm, gently flowing water for 15-20 minutes, while holding the eyelids open. If eye irritation persists: Get medical advice/attention.

#### Ingestion:

Do not induce vomiting. Seek medical attention.

If exposed or concerned: Get medical advice/attention.

---

### SECTION 5) FIRE-FIGHTING MEASURES

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#### Suitable Extinguishing Media:

Dry chemical, foam, or carbon dioxide is recommended. Water spray is recommended to cool or protect exposed materials or structures. Carbon dioxide can displace oxygen. Use caution when applying carbon dioxide in confined spaces. Simultaneous use of foam and water on the same surface is to be avoided as water destroys the foam. Water or foam may cause frothing. If leak or spill has not ignited, use water spray to cool the containers and to provide protection for personnel attempting to stop the leak.

#### Unsuitable Extinguishing Media:

Water spray can be used to cool containers exposed to heat or flame.

#### Specific Hazards in Case of Fire:

Hazardous decomposition products include oxides of sulfur and various hydrocarbons. Carbon monoxide, carbon dioxide and other oxides may be generated as products of combustion. Dense smoke may be generated while burning.

Do not allow hot molten product to contact water or liquids as this can cause violent eruptions.

#### Fire-fighting Procedures:

Isolate immediate hazard area and keep unauthorized personnel out. Stop spill/release if it can be done safely. Stay upwind and avoid smoke and fumes. Move undamaged containers from immediate hazard area if it can be done safely. Water spray may be useful in minimizing or dispersing vapors and to protect personnel.

Dispose of fire debris and contaminated extinguishing water in accordance with official regulations.

#### Special Protective Actions:

Wear protective pressure self-contained breathing apparatus (SCBA) and full turnout gear.

Care should always be exercised in dust/mist areas.

## SECTION 6) ACCIDENTAL RELEASE MEASURES

### Emergency Procedure:

Keep unnecessary people away; isolate hazard area and deny entry. Do not touch or walk through spilled material. Clean up immediately. Prevent from spreading by making a barrier with sand, earth or other containment material. Collect with absorbent, non-combustible material into suitable containers. Transfer to a container for disposal. Local authorities should be advised if significant spillages cannot be contained.

Spill procedures (water): Remove from surface by skimming or with suitable adsorbents. If a large spill occurs notify appropriate authorities.

If spilled material is cleaned up using a regulated solvent, the resulting waste mixture may be regulated.

### Recommended equipment:

Positive pressure, full-facepiece self-contained breathing apparatus (SCBA), or positive pressure supplied air respirator with escape SCBA (NIOSH approved).

### Personal Precautions:

Avoid breathing vapor or mist. Avoid contact with skin, eye or clothing. Do not touch damaged containers or spilled materials unless wearing appropriate protective clothing.

### Environmental Precautions:

Stop spill/release if it can be done safely. Prevent spilled material from entering sewers, storm drains, other unauthorized drainage systems and natural waterways by using sand, earth, or other appropriate barriers.

## SECTION 7) HANDLING AND STORAGE

### General:

Wash hands after use.

Do not get in eyes, on skin or on clothing.

Do not breathe vapors or mists.

Use good personal hygiene practices.

Eating, drinking and smoking in work areas is prohibited.

Remove contaminated clothing and protective equipment before entering eating areas.

Eyewash stations and showers should be available in areas where this material is used and stored.

### Ventilation Requirements:

Use only with adequate ventilation to control air contaminants to their exposure limits. The use of local ventilation is recommended to control emissions near the source.

### Storage Room Requirements:

Keep container(s) tightly closed and properly labeled. Store in cool, dry, well-ventilated areas away from heat, direct sunlight and strong oxidizers. Store in approved containers and protect against physical damage. Keep containers securely sealed when not in use. Indoor storage should meet OSHA standards and appropriate fire codes. Containers that have been opened must be carefully resealed to prevent leakage. Empty containers retain residue and may be dangerous.

## SECTION 8) EXPOSURE CONTROLS/PERSONAL PROTECTION

### Eye protection:

Chemical goggles, safety glasses with side shields or vented/splash proof goggles. Contact lenses may absorb irritants. Particles may adhere to lenses and cause corneal damage.

### Skin protection:

Wear gloves, long sleeved shirt, long pants and other protective clothing as required to minimize skin contact.

Use of gloves approved to relevant standards made from the following materials may provide suitable chemical protection: PVC, neoprene or nitrile rubber gloves. Suitability and durability of a glove is dependent on usage, e.g. frequency and duration of contact, chemical resistance of glove material, glove thickness, dexterity. Always seek advice from glove suppliers. Contaminated gloves should be replaced. Chemical-resistant clothing is recommended to avoid prolonged contact. Avoid unnecessary skin contact.

Use of an apron and over-boots of chemically impervious materials such as neoprene or nitrile rubber is recommended to avoid skin sensitization. If handling hot material use insulated protective equipment.

### Respiratory protection:

If engineering controls do not maintain airborne concentrations to a level which is adequate to protect worker, a respiratory protection program that meets or is equivalent to OSHA 29 CFR 1910.134 and ANSI Z88.2 should be followed. Check with respiratory protective equipment suppliers. Where air-filtering respirators are suitable, select an appropriate combination of mask and filter. Select a filter suitable for combined particulate/organic gases and vapours.

Chemical Name	OSHA TWA (ppm)	OSHA TWA (mg/m3)	OSHA STEL (ppm)	OSHA STEL (mg/m3)	OSHA Tables (Z1, Z2, Z3)	OSHA Carcinogen	OSHA Skin designation	NIOSH TWA (ppm)	NIOSH TWA (mg/m3)	NIOSH STEL (ppm)	NIOSH STEL (mg/m3)	NIOSH Carcinogen
BITUMENS												1

Chemical Name	ACGIH TWA (ppm)	ACGIH TWA (mg/m3)	ACGIH STEL (ppm)	ACGIH STEL (mg/m3)	ACGIH Carcinogen	ACGIH Notations	ACGIH TLV Basis
BITUMENS		0.5			A4	A4; BEI	URT & eye irr

## SECTION 9) PHYSICAL AND CHEMICAL PROPERTIES

### Physical and Chemical Properties

Density	4.787 lb/gal
% Solids By Weight	46.300%
Density VOC	0.000 lb/gal
% VOC	0.000%
VOC Actual	0.000 lb/gal
VOC Actual	0.000 g/l
Specific Gravity	0.574
VOC Regulatory	0.000 lb/gal
VOC Regulatory	0.000 g/l
Appearance	Black liquid
Odor Threshold	N.A.
Odor Description	Petroleum odor
pH	N.A.
Water Solubility	Insoluble
Flammability	Flash Point at or above 200 °F
Flash Point Symbol	N.A.
Flash Point	200 °F
Viscosity	N.A.
Lower Explosion Level	0.9%
Upper Explosion Level	7%
Vapor Pressure	0 mmHg (Calculated @ 20 C/68 F)
Vapor Density	<5 mmHg at 20°C
Freezing Point	N.A.
Softening Point	N.A.
Low Boiling Point	212 °F
High Boiling Point	N.A.
Auto Ignition Temp	400 °F
Decomposition Pt	N.A.
Evaporation Rate	<0.1%
Partition Coefficient: n-Octanol/Water	N.A.

## SECTION 10) STABILITY AND REACTIVITY

### Stability:

Stable

### Conditions to Avoid:

Avoid direct sunlight, extremes of temperatures and contact with incompatible materials.

### Hazardous Polymerization:

Will not occur.

### Incompatible Materials:

Strong oxidizing agents.

**Hazardous Decomposition Products:**

Hazardous decomposition products include oxides of sulfur and various hydrocarbons.  
Carbon monoxide, carbon dioxide and other oxides may be generated as products of combustion.

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**SECTION 11) TOXICOLOGICAL INFORMATION**

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**Skin Corrosion/Irritation:**

Acute: prolonged or repeated contact with cold material may cause dermatitis. Contact with hot material will cause thermal burns.  
Exposure to asphalt fumes increases sensitivity to sunburn.

**Serious Eye Damage/Irritation:**

Acute: Fumes from heated material will cause irritation.

**Respiratory/Skin Sensitization:**

Acute: Upper respiratory tract (nose and throat) irritation. May cause nausea or dizziness.

**Germ Cell Mutagenicity:**

No data available.

**Carcinogenicity:**

Suspected of causing cancer

**Reproductive Toxicity:**

No data available.

**Specific Target Organ Toxicity - Single Exposure:**

No data available.

**Specific Target Organ Toxicity - Repeated Exposure:**

No data available.

**Aspiration Hazard:**

No data available.

**Acute Toxicity:**

If Inhalation: Health effects from exposure to asphalt fumes include headache, skin rash, sensitization, fatigue, reduced appetite, throat and eye irritation, cough, and skin cancer.

Fatal if inhaled

**Potential Health Effects - Miscellaneous**

0008052-42-4 BITUMENS

Is an IARC carcinogen. Occupational exposures to straight-run bitumens and their emissions during road paving are possibly carcinogenic to humans (Group 2B)

---

**SECTION 12) ECOLOGICAL INFORMATION**

---

**Toxicity:**

No Data Available

**Persistence and Degradability:**

No Data Available.

**Bio-accumulative Potential:**

No Data Available.

**Mobility in Soil:**

No Data Available.

**Other Adverse Effects:**

No Data Available.

---

**SECTION 13) DISPOSAL CONSIDERATIONS**

---

**Waste Disposal:**

Under RCRA it is the responsibility of the user of the product to determine at the time of disposal whether the product meets RCRA criteria for hazardous waste. Waste management should be in full compliance with federal, state and local laws.

Empty Containers retain product residue which may exhibit hazards of material, therefore do not pressurize, cut, glaze, weld or use for any other purposes. Return drums to reclamation centers for proper cleaning and reuse.

## SECTION 14) TRANSPORT INFORMATION

### U.S. DOT Information:

Not regulated as a hazardous material for transportation.

### IMDG Information:

This material is not classified as dangerous under IMDG regulations.

### IATA Information:

This material is not classified as dangerous under IATA regulations.

## SECTION 15) REGULATORY INFORMATION

CAS	Chemical Name	% By Weight	Regulation List
0008052-42-4	BITUMENS	100%	DSL,SARA312,TSCA,TX_ESL,ACGIH

## SECTION 16) OTHER INFORMATION INCLUDING INFORMATION ON PREPARATION AND REVISION OF THE SDS

### Glossary:

ACGIH- American Conference of Governmental Industrial Hygienists; ANSI- American National Standards Institute; Canadian TDG- Canadian Transportation of Dangerous Goods; CAS- Chemical Abstract Service; Chemtrec- Chemical Transportation Emergency Center (US); CHIP- Chemical Hazard Information and Packaging; DSL- Domestic Substances List; EC- Equivalent Concentration; EH40 (UK)- HSE Guidance Note EH40 Occupational Exposure Limits; EPCRA- Emergency Planning and Community Right-To-Know Act; ESL- Effects screening levels; HMIS- Hazardous Material Information Service; LC- Lethal Concentration; LD- Lethal Dose; NFPA- National Fire Protection Association; OEL- Occupational Exposure Limits; OSHA- Occupational Safety and Health Administration, US Department of Labor; PEL- Permissible Exposure Limit; SARA (Title III)- Superfund Amendments and Reauthorization Act; SARA 313- Superfund Amendments and Reauthorization Act, Section 313; SCBA- Self-Contained Breathing Apparatus; STEL- Short Term Exposure Limit; TCEQ - Texas Commission on Environmental Quality; TLV- Threshold Limit Value; TSCA- Toxic Substances Control Act Public Law 94-469; TWA - Time Weighted Value; US DOT- US Department of Transportation; WHMIS- Workplace Hazardous Materials Information System.

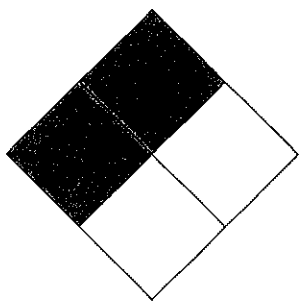
### Version 2.0:

Changes made on: Section 1 , Section 9 and Section 11

Revision Date: Jul 14, 2015

Please contact the supplier for further information on the version history

NFPA



**DISCLAIMER**

Information provided in this Safety Data Sheet is considered accurate and reliable based on information issued from internal and outside sources to the best of Martin Product Sales LLC's knowledge; however, Martin Product Sales LLC makes no representations, guarantees or warranties, expressed or implied, of merchantability or fitness for the particular purpose, regarding the accuracy of such information or the result to be obtained from the use thereof or as to the sufficiency of information herein presented. Martin Product Sales LLC assumes no responsibility for injury to recipient or to third persons or for any damage to any property and recipient assumes all such risks.

This product may be formulated in part with components purchased from other companies. In many instances, especially when proprietary or trade secret materials are used, Martin Asphalt Company, a division of Martin Product Sales LLC, must rely upon information provided by the material manufacturers or distributors.







# CERTIFICATE OF LIABILITY INSURANCE

5/1/2021

DATE (MM/DD/YYYY)

4/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : Westchester Fire Insurance Company</td> <td>10030</td> </tr> <tr> <td>INSURER C : See Attached</td> <td></td> </tr> <tr> <td>INSURER D : Gemini Insurance Company</td> <td>10833</td> </tr> <tr> <td>INSURER E : AXIS Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER F : Everest Re Group</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : Westchester Fire Insurance Company	10030	INSURER C : See Attached		INSURER D : Gemini Insurance Company	10833	INSURER E : AXIS Surplus Insurance Company	26620	INSURER F : Everest Re Group	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D : Gemini Insurance Company	10833														
INSURER E : AXIS Surplus Insurance Company	26620														
INSURER F : Everest Re Group															
<b>INSURED</b> 1302028 Martin Resource Management Corporation (See Listing Page 2) PO Box 191 Kilgore TX 75663															

**COVERAGES \*** **CERTIFICATE NUMBER:** 12241723 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION LIABILITY <input checked="" type="checkbox"/> \$1M-SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	XSLG71574532	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Not Applicable PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	ISAH25299371	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0	Y	N	G7550277006	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	See Attached	5/1/2020	5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	EXCESS AUTOMOBILE LIABILITY	N	N	GVE100124706	5/1/2020	5/1/2021	LIMIT \$5,000,000
F	Excess Liability			NAMCA2000932	5/1/2020	5/1/2021	Limit \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

12241723  
 Jefferson County Purchasing Department  
 1149 Pearl Street  
 Beaumont TX 77701

## CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Frank S. Swadlow*

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Attachment Code: D504865 Master ID: 1302028, Certificate ID: 12241723

**Producer:** Lockton Companies, LLC  
2100 Ross Ave., Suite 1400  
Dallas, TX 75201

### **WORKERS' COMPENSATION POLICIES**

#### **OTHER STATES**

**Policy Number:** WLR C66928032

**Insurer:** Indemnity Insurance Co. of North America

#### **California**

**Policy Number:** WLR C6692807A

**Insurer:** Ace American Insurance Co.

**NAMED INSUREDS**

MARTIN RESOURCE MANAGEMENT CORPORATION, MARTIN MIDSTREAM PARTNERS L.P. AND/OR ANY OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES AND INTERRELATED COMPANIES

AMERICAN SENTERFITT INSURANCE COMPANY, LTD.  
 ASPIRE AMERICA, INC.  
 BERRY PETROLEUM COMPANY  
 CENTRAL OIL CO., INC.  
 CROSS OIL REFINING & MARKETING, INC.  
 CROSS OIL REFINING & MARKETING, INC. DBA CROSS OIL PACKAGING  
 INTERNATIONAL GAS CONSULTING LLC  
 L & L OIL AND GAS SERVICES, L.L.C.  
 MARTIN ENERGY SERVICES LLC  
 MARTIN GAS SALES LLC  
 MARTIN INTEGRATED SULFUR SYSTEMS LLC  
 MARTIN OPERATING PARTNERSHIP L.P. DBA MARTIN LUBRICANTS  
 MARTIN MARINE  
 MARTIN MIDSTREAM GP LLC  
 MARTIN NATURAL GAS STORAGE CONSULTING LLC  
 MARTIN NATURAL GAS STORAGE CONSULTING LLC DBA INTERNATIONAL GAS CONSULTING  
 MARTIN OPERATING GP LLC  
 MARTIN OPERATING PARTNERSHIP L.P.  
 MARTIN OPERATING PARTNERSHIP L.P. DBA MEGA LUBRICANTS  
 MARTIN PRODUCT SALES LLC  
 MARTIN PRODUCT SALES LLC DBA ADVANTAGE FLUID PRODUCTS  
 MARTIN PRODUCT SALES LLC DBA GULF STATES ASPHALT CO.  
 MARTIN PRODUCT SALES LLC DBA MARTIN ASPHALT COMPANY  
 MARTIN PRODUCT SALES LLC DBA MONARCH OIL COMPANY  
 MARTIN RESOURCE LLC  
 MARTIN TRANSPORT, INC.  
 MARTIN UNDERGROUND STORAGE, INC.  
 MEH SOUTH TEXAS TERMINALS LLC  
 MIDSTREAM FUEL SERVICE LLC  
 MIDSTREAM FUEL SERVICE LLC DBA PETROLEUM ENERGY PRODUCTS COMPANY (PEPCO)  
 PRISM GAS SYSTEMS GP, L.L.C.  
 PRISM GAS SYSTEMS I L.P.  
 PRISM GAS SYSTEMS, INC.  
 PRISM GULF COAST SYSTEMS, L.L.C.  
 TRANSMAR, INC.  
 TALEN'S MARINE & FUEL LLC  
 MARTIN MIDSTREAM FINANCE CORP.  
 REDBIRD GAS STORAGE LLC  
 MOP MIDSTREAM HOLDINGS LLC  
 MARTIN ENERGY TRADING LLC  
 MARTIN MIDSTREAM NGL HOLDINGS, LLC  
 MARTIN MIDSTREAM NGL HOLDINGS II, LLC  
 MEH TERMINALS  
 MARTIN PRODUCT SALES LLC D/B/A PARASTIM

Attachment Code: D467744 Certificate ID: 12241723

POLICY NUMBER: ISAH25299371 Endorsement Number: 29

**COMMERCIAL AUTO  
CA 20 48 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
 BUSINESS AUTO COVERAGE FORM  
 MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b> Martin Resource Management Corporation
--

<b>Endorsement Effective Date:</b>
------------------------------------

**SCHEDULE****Name Of Person(s) Or Organization(s):**

Any person or organization as required by written contract, letter or intent, or work order

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II — Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I — Covered Autos Coverages of the Auto Dealers Coverage Form.

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

Named Insured Martin Resource Management Corporation			Endorsement Number 4
Policy Symbol XSL	Policy Number G71574532	Policy Period 05/01/2020 to 05/01/2021	Effective Date of Endorsement 5/1/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY****SCHEDULE**

**Name of Person or Organization:** Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

**A. Section II — Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III — Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

\_\_\_\_\_  
Authorized Representative

Martin Asphalt  
3 Riverway  
#400  
Owens TX 77056

Jefferson Co. Purchasing Agent  
1149 Pearl St., 1<sup>st</sup> floor  
Beaumont TX 77601  
409 835 8513

\* sealed  
BID \*  
IFB 21-025/YS  
Asphalt Products.  
11Am 5/5/21

ORIGIN ID: HQUA (713) 350-5350  
VICTORIA ESPINO  
MARTIN PRODUCT SALES  
3 RIVERWAY  
400  
HOUSTON, TX 77056  
UNITED STATES US

SHIP DATE: 27APR21  
ACTWGT: 2.00 LB  
CAD: 104832002INET4340

BILL SENDER

TO PURCHASING AGENT  
JEFFERSON COUNTY  
1149 PEARL ST  
1ST FLOOR

BEAUMONT TX 77701  
REF: (409) 835-8593  
INV: PO:

DEPT:



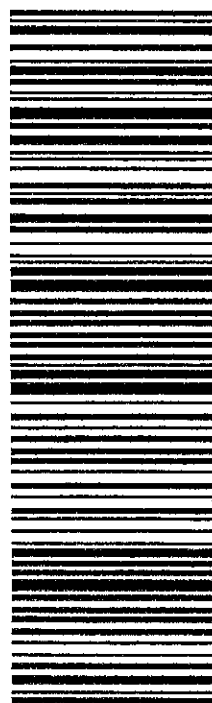
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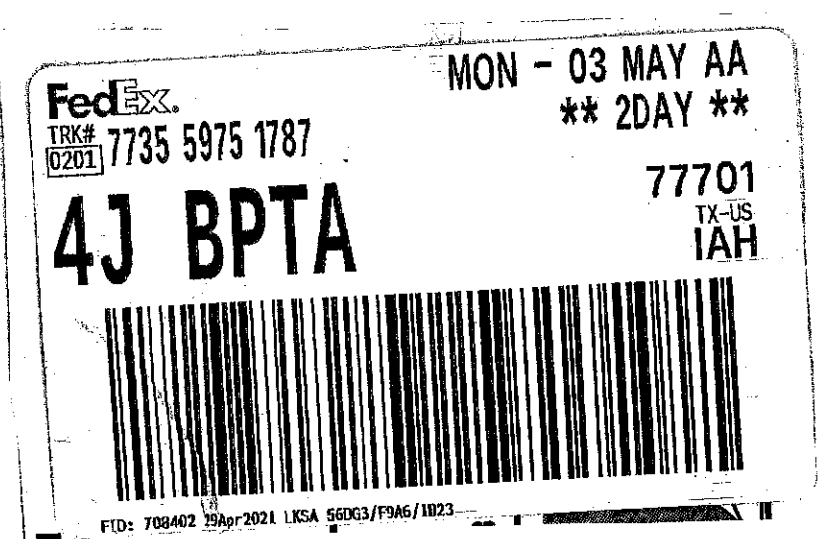
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V. Rames

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4/27/2021






**CONTRACT RENEWAL FOR IFB 19-012/YS  
TERM CONTRACT FOR MARINE MOTOR FUEL FOR  
JEFFERSON COUNTY**

The County entered into a contract with Sun Coast Resources, Inc. for one (1) year, from May 6, 2019 to May 5, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from May 4, 2021 to May 3, 2021.

ATTEST:

JEFFERSON COUNTY, TEXAS

  
Carolyn L. Guidry, County Clerk  
*Theresa Goodness, Interim  
County Clerk*

  
Jeff Branick, County Judge

CONTRACTOR:  
Sun Coast Resources, Inc.

  
(Name)





# AIA® Document A101® – 2017

## ***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

AGREEMENT made as of the Third day of May in the year Two Thousand Twenty One  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

Jefferson County  
709 Lakeshore Dr.  
Port Arthur, Texas 77642

and the Contractor:  
(Name, legal status, address and other information)

McInnis Construction, Inc.  
675 S. 4<sup>th</sup> Street  
Silsbee, Texas 77656  
Ricky McInnis, President

for the following Project:  
(Name, location and detailed description)

Jefferson County Sub-Courthouse Port Arthur  
Hurricane Storm Repairs  
709 Lakeshore Dr.  
Port Arthur, TX 77642

The Architect:  
(Name, legal status, address and other information)

Architectural Alliance Incorporated  
350 Pine Street, Suite 720  
Beaumont, Texas 77701  
J. Robb Clark, AIA, VP

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(3B9ADA3B)

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Int.

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User Notes:

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(Check one of the following boxes and complete the necessary information.)

☐ Not later than ( ) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Fifty Three Thousand Three Hundred Forty Three (\$153,343.00), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 1 (Where noted on drawings repair and paint existing suspended ceiling grid and replace all ceiling tiles as specified)	\$3,976.00
Alternate No. 2 (Where noted on drawing complete balance of patching, removal of wall covering and painting of existing walls)	\$5,695.00
Alternate No. 3 (Where noted on drawings remove existing flooring and replace with Patchcraft carpet as specified)	\$6,500.00
Alternate No. 4 (Where noted on drawings repair and paint existing suspended ceiling grid and replace all ceiling tiles as specified)	\$10,327.00
Alternate No. 5 (Where noted on drawings, complete additional patching, removal of wall covering and painting of existing walls)	\$10,345.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

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User Notes:

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§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:  
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

Int.



- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

#### Five Percent Retainage

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and

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.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

### § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

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## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

Judge Jeff Branick, County Judge  
709 Lakeshore Dr.  
Port Arthur, Texas 77642

§ 8.3 The Contractor's representative:

*(Name, address, email address, and other information)*

Ricky McInnis, President  
McInnis Construction, Inc.  
675 s. 4<sup>th</sup> Street  
Silsbee, Texas 77656

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

See Exhibit

A

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User Notes:

(3B9ADA3B)



- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction  
 .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

.5 Drawings

Number	Title	Date
See Exhibit B		

.6 Specifications

Section	Title	Date	Pages
See Exhibit C			

.7 Addenda, if any:

Number	Date	Pages
1	11/18/20	2
2	11/23/20	1
3	12/1/20	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

Bid Form – See Exhibit D

- [ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

[ ] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or*

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proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Judge Jeff Branick, County Judge  
(Printed name and title)

CONTRACTOR (Signature)

Dustin McInnis, President  
(Printed name and title)

ATTEST:


Theresa Goodness  
Interim County Clerk



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This Order Form is a legal document between West Publishing Corporation and Customer. West Publishing Corporation also means "West", "we" or "our" and Customer means "Subscriber", "you", or "I". Subscription terms, if any, follow the ordering grids below.

**ProFlex Products**  
 See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$2,160.02	12

**Minimum Terms**

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form. You are also responsible for all Excluded Charges as defined below.

**Post Minimum Terms**

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

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**Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

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**Acknowledgement: Order ID: O-01133912**

Signature of Authorized Representative for order

**Jeff R. Branick**

Printed Name

**Jefferson County Judge**

Title

**May 11, 2021**

Date

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This Order Form will expire and will not be accepted after 6/25/2021.

**AUTHORIZED WEST REPRESENTATIVE**

Signature: **Charles W. Holmsten**

Printed Name: **Chuck Holmsten**

Title: **Senior SCM Consultant**

Date: **4/29/2021**

ATTEST  
DATE

**5/11/21**



 <b>THOMSON REUTERS</b>	<b>Attachment</b>	<b>Order ID: Q-01133912</b>
	Contact your representative pat.simpson@thomsonreuters.com with any questions. Thank you.	

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**Order Confirmation Contact (#28)**

Contact Name: West, Jamey

Email: jwest@co.jefferson.tx.us

**eBilling Contact**

Contact Name Jamey West

Email jwest@co.jefferson.tx.us

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
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ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
2	Seats	42567003	Pat Acc - National Analytical for Patron Access (WestlawPRO™)
2	Seats	42115621	Pat Acc - National Core for Patron Access
2	Seats	42115618	Pat Acc - Related Documents For Patron Access (Westlaw PRO™)

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Jamey	West	jwest@co.jefferson.tx.us	EML PSWD CONTACT
Jamey	West	jwest@co.jefferson.tx.us	PATRON ACC TECH CONT

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Sub Material	Active Subscription to be Lapsed
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**Addendum to West Order Form- Q-01133912**Subscriber: JEFFERSON COUNTY LAW LIBRARYAccount #: 1003186826

1. **Effect of Addendum.** The West Order Form and the underlying General Terms and Conditions between you and West is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

2. **Modification to Order Form.** The following is added to the Order Form:

The Order Form will terminate at the end of the Minimum Term at which time we will no longer provide you with subscription services.

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

**West, a Thomson Reuters business**

Charles W Holmsten

Accepted by: Chuck Holmsten

Title: Senior SCM Consultant

Date: 4/29/2021

**Subscriber**

Signed: [Signature]

Name (please print): JEFF R. BRANICK

Title: Jefferson County Judge

Date: May 11, 2021

The Wells Fargo logo, consisting of the words "WELLS" and "FARGO" in a yellow, serif font, stacked vertically within a red square.

May 4, 2021

County of Jefferson  
Charlie Hallmark, County Treasurer  
1149 Pearl Street  
Beaumont, Texas 77701

Mr. Hallmark,

Wells Fargo is honored to serve as the depository bank for the County of Jefferson and is offering to extend the terms of the existing contract for the period from May 11, 2021 through June 25, 2021.

All expressed and implied services granted under the current depository contract would be honored for this extended contractual period.

We appreciate your business and look forward to building upon our successful relationship. Please do not hesitate to contact me if any questions arise.

Thank you for your time and consideration.

A handwritten signature in blue ink, reading "Orlando A. Saenz".

Orlando A. Saenz, CTP

Vice President, Relationship Manager  
Wells Fargo Government and Institutional Banking

12650 N. Featherwood Dr. Ste 210 | Houston, TX 77034  
MAC T0170-021 | Phone: 281-971-2160 | Cell: 346-262-6035

[Orlando.A.Saenz@wellsfargo.com](mailto:Orlando.A.Saenz@wellsfargo.com)







## JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

5030 Hwy 69 S.  
Beaumont, TX 77705  
(409) 726-2500

Charlie Porter  
Chief of Law Enforcement  
cporter@co.jefferson.tx.us

John Shauburger  
Chief of Corrections  
jshauburger@co.jefferson.tx.us

TO: Fran Lee  
Jefferson County Auditing Department

FROM: Chief John Shauburger  
Jefferson County Sheriff's Office

RE: Transfer Funds FY 2021

DATE: April 23, 2021

Please transfer \$300,000 from budget account 120-3059-421-10-43 (Deputies), \$50,000 from budget account 120-3059-421-20-01 (FICA), \$50,000 from budget account 120-3059-421-20-02 (Employees Retirement), \$100,000 from budget account 120-3059-421-20-03 (Employees Insurance) and \$100,000 from budget account 120-3060-421-10-02 (Assistants & Clerks) to 120-3062-423-50-77 (Contractual Services) for the medical care of inmates at the Correctional Facility.

  
Chief John Shauburger



**Jefferson County  
District Clerk's Office**

1085 Pearl Street  
Room 203  
Beaumont, TX 77701  
409-835-8580  
Fax 409-835-8527



**Family Law Division**

409-835-8653

**Child Support**

P. O. Box 3586  
Beaumont, TX 77704  
409-835-8425

**Jamie Smith  
District Clerk**

Dear Fran,

I am requesting the transfer of \$875 from account 120-2031-414-50-62 (travel) and \$650 from account 120-2031-414-60-22 (capital outlay/furniture) to account 120-2031-414-30-84 (minor equipment) for the purchase of a high density shelving unit:

Respectfully,

A handwritten signature in cursive script that reads "Jamie Smith".

Jamie Smith  
Jefferson County District Clerk

PGM: GMCOMMV2	DATE 05-11-2021	PAGE: 1 188
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
DAWN DONUTS	105.00	482437
ROAD & BRIDGE PCT.#1		105.00**
FUNCTION 4 LLC	31.00	482445
ROAD & BRIDGE PCT.#2		31.00**
ENTERGY	168.58	482290
MUNRO'S	20.00	482309
RITTER @ HOME	21.99	482324
SEABREEZE CULVERT, INC.	288.00	482325
SMART'S TRUCK & TRAILER, INC.	92.10	482331
BUMPER TO BUMPER	620.84	482389
FUNCTION 4 LLC	31.00	482445
DARRELL BUSH	1,410.14	482475
ROAD & BRIDGE PCT. # 3		2,652.65**
FARM & HOME SUPPLY	8.39	482284
ENTERGY	377.52	482290
MUNRO'S	96.55	482309
NOACK LOCKSMITH	57.00	482311
S.E. TEXAS BUILDING SERVICE	200.00	482332
W. JEFFERSON COUNTY M.W.D.	27.67	482354
LOWE'S HOME CENTERS, INC.	135.82	482379
WINDSTREAM	43.87	482392
PARKER LUMBER	68.96	482403
FUNCTION 4 LLC	62.00	482445
GERALD T PELTIER JR	200.00	482458
ROAD & BRIDGE PCT.#4		1,277.78**
ABLE FASTENER, INC.	175.10	482261
SPIDLE & SPIDLE	4,069.74	482265
JOHNSON BACKHOE SERVICE, INC.	265.00	482301
M&D SUPPLY	43.56	482305
MUNRO'S	139.26	482309
OFFICE DEPOT	535.22	482315
SMART'S TRUCK & TRAILER, INC.	170.00	482331
W. JEFFERSON COUNTY M.W.D.	129.30	482354
UNITED STATES POSTAL SERVICE	.87	482368
EVERETT D ALFRED	354.16	482382
EMERGENCY POWER SERVICE	595.80	482412
FUNCTION 4 LLC	52.00	482445
SPIDLE & SPIDLE	4,069.74	482478
JOHNSON BACKHOE SERVICE, INC.	265.00	482481
ENGINEERING FUND		10,864.75**
DLT SOLUTIONS LLC	1,816.65	482269
KIRKSEY'S SPRINT PRINTING	24.95	482303
TRI-CITY COFFEE SERVICE	60.70	482350
UNITED STATES POSTAL SERVICE	2.20	482368
FUNCTION 4 LLC	62.00	482445
PARKS & RECREATION		1,966.50**
W.W. GRAINGER, INC.	435.70	482288
ENTERGY	9.70	482290
M&D SUPPLY	342.38	482305
AT&T	31.47	482338
W. JEFFERSON COUNTY M.W.D.	59.63	482354
GENERAL FUND		878.88**
TAX OFFICE		
OFFICE DEPOT	986.19	482315
PITNEY BOWES, INC.	50.53	482319
ACE IMAGEWEAR	38.61	482329

PGM: GMCOMMV2	DATE 05-11-2021	PAGE: 2 189
NAME	AMOUNT	CHECK NO. TOTAL
SOUTHEAST TEXAS WATER	290.25	482334
AT&T	119.34	482338
UNITED STATES POSTAL SERVICE	564.55	482368
UNITED STATES POSTAL SERVICE	22.65	482369
FUNCTION 4 LLC	155.00	482445
		2,227.12*
COUNTY HUMAN RESOURCES		
UNITED STATES POSTAL SERVICE	2.90	482368
FUNCTION 4 LLC	31.00	482445
		33.90*
AUDITOR'S OFFICE		
SOUTHEAST TEXAS WATER	29.95	482333
TEXAS SOCIETY OF CPA'S	690.00	482349
UNITED STATES POSTAL SERVICE	21.40	482368
FUNCTION 4 LLC	31.00	482445
		772.35*
COUNTY CLERK		
OFFICE DEPOT	62.12	482315
ULINE SHIPPING SUPPLY SPECIALI	431.49	482351
UNITED STATES POSTAL SERVICE	262.49	482368
UNITED STATES POSTAL SERVICE	70.08	482369
SIERRA SPRING WATER CO. - BT	65.85	482372
FUNCTION 4 LLC	93.00	482445
		985.03*
COUNTY JUDGE		
CATHERINE BRUNEY	500.00	482293
JAN GIROUARD & ASSOCIATES LLC	400.00	482440
FUNCTION 4 LLC	31.00	482445
		931.00*
RISK MANAGEMENT		
UNITED STATES POSTAL SERVICE	33.47	482368
FUNCTION 4 LLC	31.00	482445
		64.47*
COUNTY TREASURER		
OFFICE DEPOT	539.67	482315
UNITED STATES POSTAL SERVICE	130.38	482368
FUNCTION 4 LLC	62.00	482445
		732.05*
PRINTING DEPARTMENT		
FUNCTION 4 LLC	350.00	482445
		350.00*
PURCHASING DEPARTMENT		
BEAUMONT ENTERPRISE	3,135.14	482282
THE EXAMINER	171.25	482283
OFFICE DEPOT	85.28	482315
PORT ARTHUR NEWS, INC.	824.32	482320
UNITED STATES POSTAL SERVICE	56.45	482368
FUNCTION 4 LLC	31.00	482445
		4,303.44*
GENERAL SERVICES		
CASH ADVANCE ACCOUNT	65.00	482299
TIME WARNER COMMUNICATIONS	636.68	482342
INTERFACE EAP	1,350.00	482356
ADVANCED STAFFING	97.50	482357
VERIZON WIRELESS	265.95	482366
EMERGENCY POWER SERVICE	1,500.00	482412
SPOK INC	3.00	482430
EVERGREEN SOLUTIONS, LLC	11,880.00	482471
		15,798.13*
DATA PROCESSING		
DELL MARKETING L.P.	6,362.37	482280
OFFICE DEPOT	73.94	482315
TODD L. FREDERICK	381.92	482375

PGM: GMCOMMV2	DATE 05-11-2021		PAGE: 3 190
NAME	AMOUNT	CHECK NO.	TOTAL
SPOK INC	12.31	482430	
FUNCTION 4 LLC	31.00	482445	
DROPBOX INC	1,140.00	482460	8,001.54*
VOTERS REGISTRATION DEPT			
OFFICE DEPOT	111.00	482315	
UNITED STATES POSTAL SERVICE	154.36	482368	
FUNCTION 4 LLC	31.00	482445	296.36*
ELECTIONS DEPARTMENT			
RYDER TRANSPORTATION SERVICES	172.52	482266	
OFFICE DEPOT	23.98	482315	
SIERRA SPRING WATER CO. - BT	56.90	482372	
US POSTAL SERVICE	245.00	482378	
BAY TECH LABEL, INC.	65.24	482381	
AT&T MOBILITY	1,127.50	482436	
FUNCTION 4 LLC	31.00	482445	1,722.14*
DISTRICT ATTORNEY			
CAMEO / SABINE NECHES TRAVEL	1,022.60	482273	
GT DISTRIBUTORS, INC.	154.65	482287	
JIMMY D. HAMM	125.00	482291	
JEFFERSON CTY. DISTRICT ATTORNEY	15,160.00	482295	
JEFFERSON CTY. BAR ASSOCIATION	180.00	482296	
CASH ADVANCE ACCOUNT	762.58	482299	
JOHN NELSON	250.00	482310	
OFFICE DEPOT	858.52	482315	
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	482348	
CDW COMPUTER CENTERS, INC.	479.38	482358	
UNITED STATES POSTAL SERVICE	111.98	482368	
UNITED STATES POSTAL SERVICE	9.69	482369	
TRANSUNION RISK AND ALTERNATIVE	161.00	482432	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	482433	
FUNCTION 4 LLC	155.00	482445	
TND WORKWEAR CO LLC	151.90	482446	
RAYMOND SHEARER	196.00	482453	20,199.30*
DISTRICT CLERK			
KIRKSEY'S SPRINT PRINTING	91.40	482303	
OFFICE DEPOT	693.97	482315	
UNITED STATES POSTAL SERVICE	379.56	482368	
FUNCTION 4 LLC	31.00	482445	1,195.93*
CRIMINAL DISTRICT COURT			
LANGSTON ADAMS	800.00	482380	
ALEX BILL III	500.00	482410	
TURK LAW FIRM	800.00	482417	
FUNCTION 4 LLC	62.00	482445	2,162.00*
58TH DISTRICT COURT			
FUNCTION 4 LLC	31.00	482445	31.00*
60TH DISTRICT COURT			
OFFICE DEPOT	62.76	482315	
SIERRA SPRING WATER CO. - BT	34.25	482373	
FUNCTION 4 LLC	31.00	482445	128.01*
136TH DISTRICT COURT			
SWEET SOUTHERN SOUND	2,267.65	482425	
FUNCTION 4 LLC	31.00	482445	2,298.65*
172ND DISTRICT COURT			
LEXIS-NEXIS	160.00	482371	
SHI GOVERNMENT SOLUTIONS, INC.	263.58	482376	

PGM: GMCOMMV2	DATE 05-11-2021		PAGE: 4
NAME	AMOUNT	CHECK NO.	TOTAL 191
FUNCTION 4 LLC	31.00	482445	
252ND DISTRICT COURT			454.58*
OFFICE DEPOT	134.06	482315	
MIKE VAN ZANDT	8,750.00	482352	
CHARLES ROJAS	8,750.00	482361	
UNITED STATES POSTAL SERVICE	39.55	482368	
LANGSTON ADAMS	900.00	482380	
ALLEN PARKER	8,750.00	482400	
ALEX BILL III	800.00	482410	
BRITTANIE HOLMES	8,750.00	482415	
M.K. HAMZA, PHD, P.A.	1,200.00	482416	
TURK LAW FIRM	800.00	482417	
FUNCTION 4 LLC	62.00	482445	38,935.61*
279TH DISTRICT COURT			
ALISA RAUMAKER, CSR	107.80	482268	
PHILLIP DOWDEN	1,500.00	482270	
OFFICE DEPOT	3.68	482315	
MARVA PROVO	3,000.00	482321	
ANITA F. PROVO	675.00	482322	
NATHAN REYNOLDS, JR.	300.00	482323	
MEL W. SHELANDER	1,500.00	482327	
RANDY SHELTON	310.00	482328	
LANGSTON ADAMS	325.00	482380	
JOEL WEBB VAZQUEZ	200.00	482388	
TONYA CONNELL TOUPS	500.00	482395	
JONATHAN L. STOVALL	700.00	482407	
REALTIME REPORTING SERVICES INC.	2,818.30	482409	
MATUSKA LAW FIRM	325.00	482427	
FUNCTION 4 LLC	31.00	482445	
ALICIA K HALL PLLC	400.00	482464	
ALISA RAUMAKER, CSR	107.80	482480	12,803.58*
317TH DISTRICT COURT			
MARVA PROVO	1,500.00	482321	
GLEN M. CROCKER	325.00	482377	
JOEL WEBB VAZQUEZ	600.00	482388	
P DEAN BRINKLEY	1,350.00	482404	
JONATHAN L. STOVALL	300.00	482407	
PATRICIA VELASCO	2,465.42	482438	
FUNCTION 4 LLC	31.00	482445	
ALICIA K HALL PLLC	750.00	482464	7,321.42*
JUSTICE COURT-PCT 1 PL 1			
OFFICE DEPOT	262.45	482315	
UNITED STATES POSTAL SERVICE	46.83	482368	
FUNCTION 4 LLC	31.00	482445	340.28*
JUSTICE COURT-PCT 1 PL 2			
OFFICE DEPOT	194.64	482315	
TEXAS STATE UNIVERSITY SAN MARS	260.00	482337	
TAC - TEXAS ASSN. OF COUNTIES	200.00	482341	
UNITED STATES POSTAL SERVICE	511.02	482368	
FUNCTION 4 LLC	31.00	482445	1,196.66*
JUSTICE COURT-PCT 2			
TEXAS STATE UNIVERSITY SAN MARS	185.00	482336	
THOMSON REUTERS-WEST	194.00	482422	379.00*
JUSTICE COURT-PCT 4			
FUNCTION 4 LLC	31.00	482445	31.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	35.68	482368	

PGM: GMCOMMV2	DATE 05-11-2021	AMOUNT	CHECK NO.	PAGE: 5 192 TOTAL
NAME				
SIERRA SPRING WATER CO. - BT	85.25	482374		
FUNCTION 4 LLC	31.00	482445		
				151.93*
JUSTICE OF PEACE PCT. 8				
UNITED STATES POSTAL SERVICE	89.75	482369		
FUNCTION 4 LLC	31.00	482445		
				120.75*
COUNTY COURT AT LAW NO.1				
UNITED STATES POSTAL SERVICE	.86	482368		
FUNCTION 4 LLC	31.00	482445		
				31.86*
COUNTY COURT AT LAW NO. 2				
EDWARD B. GRIPON, M.D., P.A.	595.00	482289		
OFFICE DEPOT	49.99	482315		
UNITED STATES POSTAL SERVICE	9.42	482368		
FUNCTION 4 LLC	31.00	482445		
				685.41*
COUNTY COURT AT LAW NO. 3				
EDWARD B. GRIPON, M.D., P.A.	595.00	482289		
CHARLES ROJAS	250.00	482361		
UNITED STATES POSTAL SERVICE	11.98	482368		
JOEL WEBB VAZQUEZ	500.00	482388		
FUNCTION 4 LLC	31.00	482445		
				1,387.98*
COURT MASTER				
UNITED STATES POSTAL SERVICE	1.02	482368		
FUNCTION 4 LLC	31.00	482445		
RICHARD D HUGHES ATTORNEY AT LAW	1,400.00	482469		
				1,432.02*
MEDIATION CENTER				
SOUTHEAST TEXAS WATER	55.50	482335		
TRI-CITY COFFEE SERVICE	143.55	482350		
UNITED STATES POSTAL SERVICE	3.42	482368		
FUNCTION 4 LLC	31.00	482445		
SOUTHEAST TEXAS NONPROFIT DEVELOPMN	225.00	482451		
				458.47*
COMMUNITY SUPERVISION				
FUNCTION 4 LLC	124.00	482445		
				124.00*
SHERIFF'S DEPARTMENT				
CITY OF NEDERLAND	29.53	482277		
DELL MARKETING L.P.	1,770.00	482280		
FED EX	199.16	482285		
MCNEILL INSURANCE AGENCY	71.00	482308		
OFFICE DEPOT	2,595.76	482315		
SHERIFF'S ASSOCIATION OF TEXAS	25.00	482330		
AT&T	74.40	482338		
CDW COMPUTER CENTERS, INC.	144.91	482358		
UNITED STATES POSTAL SERVICE	611.00	482368		
3L PRINTING COMPANY	50.00	482439		
FUNCTION 4 LLC	310.00	482445		
THE MONOGRAM SHOP	18.00	482447		
VECTOR SECURITY	116.55	482449		
ANNUAL MSCI ASSOCIATION	720.00	482450		
FANNETT VETERINARY CLINIC	53.75	482455		
ARTIE GUILLORY	150.00	482474		
				6,939.06*
CRIME LABORATORY				
ALLOMETRICS INC.	195.00	482264		
FED EX	68.80	482286		
FUNCTION 4 LLC	31.00	482445		
VECTOR SECURITY	163.80	482449		
ALLOMETRICS INC.	195.00	482477		
				653.60*
JAIL - NO. 2				

PGM: GMCOMMV2	DATE 05-11-2021	PAGE: 6
NAME	AMOUNT	CHECK NO. TOTAL
CITY OF BEAUMONT - WATER DEPT.	2,063.40	482275
ENTERGY	29,515.56	482290
JACK BROOKS REGIONAL AIRPORT	1,235.96	482297
TOTAL SAFETY, INC.	1,490.00	482362
WORLD FUEL SERVICES	6,180.50	482399
CONSTELLATION NEWENERGY - GAS DIVIS	2,150.69	482419
FUNCTION 4 LLC	217.00	482445
		42,853.11*
JUVENILE PROBATION DEPT.		
LARONDA TURNER	138.32	482316
UNITED STATES POSTAL SERVICE	4.62	482368
FUNCTION 4 LLC	93.00	482445
EDWIN JAY FRANK	89.60	482454
BRENDA WOOD	134.40	482468
		459.94*
JUVENILE DETENTION HOME		
CITY OF BEAUMONT - WATER DEPT.	384.87	482275
AT&T	717.02	482338
CLEAN HARBORS ENVIROMENTAL SERVICES	79.46	482384
FLOWERS FOODS	45.64	482385
BEN E KEITH FOODS	2,448.63	482387
FUNCTION 4 LLC	31.00	482445
		3,706.62*
CONSTABLE PCT 1		
UNITED STATES POSTAL SERVICE	59.86	482368
FUNCTION 4 LLC	31.00	482445
BLUE TO GOLD LLC	318.00	482467
		408.86*
CONSTABLE-PCT 2		
GALLS LLC	452.92	482435
		452.92*
CONSTABLE-PCT 4		
TEJAS TRUCK & RV SUPERSTORE	949.00	482347
FUNCTION 4 LLC	31.00	482445
		980.00*
CONSTABLE-PCT 6		
UNITED STATES POSTAL SERVICE	.43	482368
FUNCTION 4 LLC	31.00	482445
TND WORKWEAR CO LLC	265.70	482446
		297.13*
CONSTABLE PCT. 7		
GT DISTRIBUTORS, INC.	167.75	482287
		167.75*
CONSTABLE PCT. 8		
OFFICE DEPOT	32.93	482315
FUNCTION 4 LLC	31.00	482445
		63.93*
COUNTY MORGUE		
SALAM INTERNATIONAL	2,197.53	482363
PROCTOR'S MORTUARY INC	9,625.00	482402
		11,822.53*
AGRICULTURE EXTENSION SVC		
OFFICE DEPOT	27.27	482315
FUNCTION 4 LLC	31.00	482445
		58.27*
HEALTH AND WELFARE NO. 1		
OFFICE DEPOT	54.99	482315
PETTY CASH - N C WELFARE	121.46	482317
UNITED STATES POSTAL SERVICE	56.07	482368
FUNCTION 4 LLC	62.00	482445
EZEA D EDE MD	2,932.58	482466
		3,227.10*
HEALTH AND WELFARE NO. 2		

PGM: GMCOMMV2	DATE 05-11-2021	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
BROUSSARD'S MORTUARY	3,000.00	482272
TIME WARNER COMMUNICATIONS	147.91	482344
UNITED STATES POSTAL SERVICE	223.29	482369
MELANCON'S FUNERAL HOME	1,500.00	482408
FUNCTION 4 LLC	62.00	482445
EZEAL D EDE MD	2,932.58	482466
		7,865.78*
NURSE PRACTITIONER		
CDW COMPUTER CENTERS, INC.	54.38	482358
CLEAN HARBORS ENVIROMENTAL SERVICES	76.05	482384
LESLIE RIGGS	290.00	482431
FUNCTION 4 LLC	31.00	482445
		451.43*
ENVIRONMENTAL CONTROL		
FUNCTION 4 LLC	31.00	482445
		31.00*
INDIGENT MEDICAL SERVICES		
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	482396
CARDINAL HEALTH 110 INC	45,863.19	482424
		49,636.19*
MAINTENANCE-BEAUMONT		
CITY OF BEAUMONT - WATER DEPT.	830.93	482276
M&D SUPPLY	234.72	482305
ACE IMAGEWEAR	203.70	482329
AT&T	1,091.53	482338
TIME WARNER COMMUNICATIONS	76.84	482346
UNITED STATES POSTAL SERVICE	1.02	482368
CENTERPOINT ENERGY RESOURCES CORP	2,328.72	482390
FUNCTION 4 LLC	31.00	482445
REXEL USA INC	214.69	482452
NABCO ENTRANCES, INC	3,848.00	482470
		8,861.15*
MAINTENANCE-PORT ARTHUR		
DELL MARKETING L.P.	940.00	482280
UNITED STATES POSTAL SERVICE	11.60	482369
SHI GOVERNMENT SOLUTIONS, INC.	263.58	482376
LOWE'S HOME CENTERS, INC.	51.09	482379
TEXAS GAS SERVICE	652.55	482383
PARKER LUMBER	1,058.13	482403
FUNCTION 4 LLC	93.00	482445
RAYON LOCKSMITH	120.00	482448
VECTOR SECURITY	429.24	482449
		3,619.19*
MAINTENANCE-MID COUNTY		
CITY OF NEDERLAND	84.95	482277
ENTERGY	326.49	482290
JIFFY TROPHIES	17.00	482300
RITTER @ HOME	43.76	482324
ACE IMAGEWEAR	72.98	482329
AT&T	721.15	482338
W. JEFFERSON COUNTY M.W.D.	58.80	482354
FRED MILLER'S OUTDOOR EQUIPMENT LLC	27.80	482434
FUNCTION 4 LLC	31.00	482445
		1,383.93*
SERVICE CENTER		
STARLA B. GARLICK	98.98	482262
ACTION AUTO GLASS	49.95	482263
HI-LINE	324.20	482292
MUNRO'S	254.76	482309
PHILPOTT MOTORS, INC.	748.82	482318
JEFFERSON CTY. TAX OFFICE	7.50	482364
JEFFERSON CTY. TAX OFFICE	7.50	482365
BUMPER TO BUMPER	897.15	482389
AMERICAN TIRE DISTRIBUTORS	587.80	482397
MIGHTY OF SOUTHEAST TEXAS	377.08	482411
FUNCTION 4 LLC	31.00	482445
		3,384.74*
VETERANS SERVICE		



PGM: GMCOMMV2	DATE 05-11-2021	AMOUNT	CHECK NO.	PAGE: 8 195 TOTAL
UNITED STATES POSTAL SERVICE		41.07	482369	
FUNCTION 4 LLC		62.00	482445	
				103.07*
				275,514.27**
MOSQUITO CONTROL FUND				
CITY OF NEDERLAND		31.15	482277	
MUNRO'S		88.59	482309	
AT&T		35.78	482338	
TIME WARNER COMMUNICATIONS		106.17	482343	
CDW COMPUTER CENTERS, INC.		161.18	482358	
SHI GOVERNMENT SOLUTIONS, INC.		240.66	482376	
LJA ENGINEERING INC		455.00	482413	
FUNCTION 4 LLC		31.00	482445	
				1,149.53**
FEMA EMERGENCY				
C. JOHNNIE-ON-THE-SPOT		40.00	482274	
JOHNSON CONTROLS, INC.	14,009.15		482302	
JORDYN ROBERTS	900.00		482461	
TAMMY LYN SAIN	247.50		482462	
				15,196.65**
FAMILY GROUP CONFERENCING				
FUNCTION 4 LLC		31.00	482445	
				31.00**
J.C. FAMILY TREATMENT				
MARY BEVIL	1,314.00		482463	
				1,314.00**
SECURITY FEE FUND				
GALLS LLC		89.00	482435	
MYERS ENTERPRISES INC	3,525.00		482473	
				3,614.00**
LAW LIBRARY FUND				
LEXIS-NEXIS		401.00	482370	
LEXIS-NEXIS		80.00	482371	
FUNCTION 4 LLC		31.00	482445	
				512.00**
EMPG GRANT				
TIME WARNER COMMUNICATIONS		112.57	482345	
FUNCTION 4 LLC		31.00	482445	
				143.57**
JUVENILE PROB & DET. FUND				
JEFFERSON CTY. DISTRICT CLERK		600.00	482298	
				600.00**
GRANT A STATE AID				
CASH ADVANCE ACCOUNT		84.00	482299	
				84.00**
COMMUNITY SUPERVISION FND				
OFFICE DEPOT		62.63	482315	
UNITED STATES POSTAL SERVICE		55.21	482368	
UNITED STATES POSTAL SERVICE		187.24	482369	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00		482396	
JCCSC	148.00		482406	
KRISTIN RICHARD	43.98		482420	
				7,462.06**
JEFF. CO. WOMEN'S CENTER				
CITY OF BEAUMONT - WATER DEPT.		667.36	482275	
ENERGY	1,615.37		482290	
ISI COMMERCIAL REFRIGERATION	105.00		482294	
M&D SUPPLY	79.65		482305	
MARKET BASKET	47.12		482306	
KIM MCKINNEY, LPC, LMFT	75.00		482307	
SYSCO FOOD SERVICES, INC.	1,057.10		482339	
SYSCO FOOD SERVICES, INC.	1,010.25		482340	

PGM: GMCOMMV2	DATE 05-11-2021		PAGE: 9 196
NAME	AMOUNT	CHECK NO.	TOTAL
BEN E KEITH FOODS	1,348.97	482386	
CENTERPOINT ENERGY RESOURCES CORP	227.74	482390	
MELODY C ANTOON RN	1,350.00	482393	
MATERA PAPER COMPANY INC	287.04	482421	
SPOK INC	16.71	482430	
FUNCTION 4 LLC	62.00	482445	7,949.31**
COMMUNITY CORRECTIONS PRG			
LOUIS' YAZOO SALES & SERVICE, LLC	9.95	482304	
M&D SUPPLY	64.68	482305	
FUNCTION 4 LLC	31.00	482445	105.63**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	31.00	482445	31.00**
JAG GRANTS			
OFFICE DEPOT	559.98	482315	559.98**
LAW OFFICER TRAINING GRT			
M&D SUPPLY	662.46	482305	
OFFICE DEPOT	267.54	482315	
CDW COMPUTER CENTERS, INC.	159.00	482358	1,089.00**
DRUG INTERVENTION COURT			
LAND MANOR, INC.	1,406.00	482359	1,406.00**
REGIONAL COMM. SAVNS			
B&H PHOTO VIDEO PRO AUDIO	790.80	482414	790.80**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	.86	482368	.86**
DEPUTY SHERIFF EDUCATION			
BRIGITTE MORSE	439.96	482476	439.96**
UNCLAIMED FUNDS MGMT FUND			
TEXAS COMPTROLLER OF PUBLIC ACCOUNT	366.25	482428	366.25**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	82.52	482275	
MUNRO'S	185.50	482309	
OFFICE DEPOT	114.27	482315	
AT&T	202.67	482338	
MATERA PAPER COMPANY INC	502.46	482421	
FUNCTION 4 LLC	31.00	482445	1,118.42**
CRIME LAB FUNDING CJD			
AGILENT TECHNOLOGIES	958.10	482267	
CAYMAN CHEMICAL COMPANY	2,328.00	482401	
AGILENT TECHNOLOGIES	958.10	482479	4,244.20**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	62.00	482445	62.00**
CETRZ GRANT			
VULCAN MATERIALS CO.	32,728.95	482353	32,728.95**
2012 REFUNDING BONDS			
THE BANK OF NEW YORK MELLON	500.00	482423	500.00**
AIRPORT FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF NEDERLAND	307.34	482277	
CITY OF NEDERLAND	25.22	482278	
COASTAL WELDING SUPPLY	12.40	482279	
W.W. GRAINGER, INC.	224.81	482288	
LOUIS' YAZOO SALES & SERVICE, LLC	423.30	482304	
OFFICE DEPOT	57.18	482315	
S.E. TEXAS BUILDING SERVICE	4,246.66	482332	
WORTH HYDROCHEM	130.00	482355	
UNITED STATES POSTAL SERVICE	1.28	482368	
LOWE'S HOME CENTERS, INC.	225.25	482379	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	194.49	482398	
CRAWFORD ELECTRIC SUPPLY COMPANY	335.46	482418	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	17.95	482426	
PETROLEUM MATERIALS LLC	2,291.48	482429	
EAGLE PUMP & METERS INC	1,248.75	482441	
FUNCTION 4 LLC	62.00	482445	
M&R FLEET SERVICES, INC.	644.77	482456	
TITAN AVIATION FUELS	16,033.30	482457	26,481.64**
AIRPORT IMPROVE. GRANTS			
KSA ENGINEERS INC	15,998.50	482465	15,998.50**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	950.00	482405	
BAY BRIDGE ADMINISTRATORS LLC	157,485.07	482472	158,435.07**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	9,296.34	482391	9,296.34**
SHERIFF'S FORFEITURE FUND			
BEAUMONT TROPHIES	172.45	482271	
COVENANT TACTICAL LLC	3,690.02	482459	3,862.47**
MARINE DIVISION			
CITY OF NEDERLAND	20.90	482277	
DYNAMIC POWER SYSTEM, INC.	8,862.47	482281	
JACK BROOKS REGIONAL AIRPORT	307.40	482297	
SETZER HARDWARE, INC.	38.20	482326	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	482360	
BUMPER TO BUMPER	293.58	482389	
THE DINGO GROUP-PETE JORGENSEN MARI	56.36	482394	
VECTOR SECURITY	39.95	482449	9,678.86**
			598,542.88***

**AGENDA ITEM****May 11, 2021**

Consider and possibly approve an Amended Order for the Emerald Biofuels Reinvestment Zone Pursuant to Texas Tax Code, Sec. 312.204.

STATE OF TEXAS                      §                IN THE COMMISSIONERS COURT

COUNTY OF JEFFERSON             §                OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON  
COUNTY, TEXAS TO AMEND ANN ORDER DESIGNATING A REINVESTMENT ZONE  
PURSUANT TO SEC 312. 401 OF THE TAX CODE  
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 11th day of May, 2021 on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Order was adopted:

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, the Commissioners Court did on April 14, 2020 approve an Order establishing the Emerald Biofuels Reinvestment Zone and because it is in the best interest of the County to amend this designated area within the Port Arthur, TX ETJ, to allow for future expansion of the project within the EMERALD BIOFUELS REINVESTMENT ZONE, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF  
JEFFERSON COUNTY, TEXAS:

- Section 1. That the Commissioners Court hereby designates the amended property description known as the EMERALD BIOFUELS REINVESTMENT ZONE to include all of the area which is further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone"). The mailing address for Emerald Biofuels LLC is 1998 Hwy 73, Port Arthur, TX 77640 (for mailing purposes.) This property is being leased to Emerald Biofuels LLC and a copy of that lease is attached here to as Exhibit B.
- Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas

- Section 4 That the Commissioners Court held a public hearing to consider this Order on the 14th day of April, 2020, to which there was no opposition.
- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

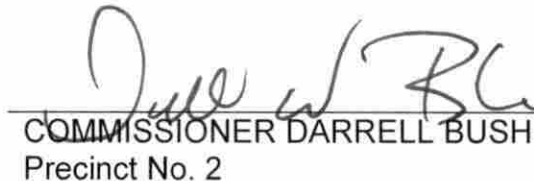
Signed this 11th day of May, 2021.

  
 \_\_\_\_\_  
 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

Exhibit A – Plat and Field Notes

	TBPE Firm No. F-5755
	TBPLS Firm No. 10123800
	LA EF.0005711
	3737 Doctors Drive
	Port Arthur, Texas 77642
	Office (409) 983.2004
	Fax (409) 983.2005

**TRACT I**  
**35.47 ACRES OF LAND**  
**OUT OF BLOCK 7, RANGE "R",**  
**& BLOCK 7, RANGE "S",**  
**PORT ARTHUR LAND COMPANY SUBDIVISION**  
**JEFFERSON COUNTY, TEXAS**

**BEING** 35.47 acres of land out of and a part of Lot 5, Block 7, Range "R", and Lot 6, 7, & 8, Block 7, Range "S", Port Arthur Land Company Subdivision, recorded in Volume 1, Page 22, Map Records, Jefferson County, Texas; being part of a (Called 1116.39) acre tract of land described in a deed to Golden Triangle Properties, recorded in File No. 2010015746, Official Public Records, Jefferson County, Texas; said 35.47 acre tract being more fully described by metes and bounds as follows, to wit;

*Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.*

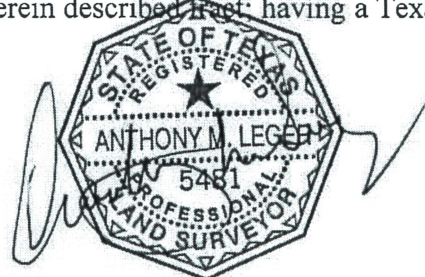
**COMMENCING** at a 3/8" steel rod found in concrete on the intersection of the South right of way line of a dedicated road named State Highway 73 and the East right-of-way line of a dedicated road named Lakeside Plaza; said 3/8" steel rod being the Northwest corner of Lakeside Plaza Unit 6, recorded in File No. 2010012343, Official Public Records, Jefferson County, Texas; having a Texas Coordinate of N: 13903138.25, E: 3551847.25;

**THENCE**, South 18 deg., 19 min., 22 sec., East, a distance of 5279.68' to a point for corner being the **POINT OF BEGINNING** and being most Northerly corner of the herein described tract; said point for corner having a Texas Coordinate of N:13898126.25, E: 3553507.02;

**THENCE**, South 53 deg., 19 min., 24 sec., East, a distance of 615.00' to a point for corner being the most Easterly corner of the herein described tract; having a Texas Coordinate of N:13897758.91, E: 3554000.26;

**THENCE**, South 36 deg., 40 min., 36 sec., West, a distance of 2512.00' to a point for corner being the most Southerly corner of the herein described tract; having a Texas Coordinate of N: 13895744.24, E: 3552499.85;

**THENCE**, North 53 deg., 19 min., 24 sec., West, a distance of 615.00' to a point for corner being the most Westerly corner of the of the herein described tract; having a Texas Coordinate of N: 13896111.58, E: 3552006.61;





**AGENDA ITEM****May 11, 2021**

Consider, possibly approve, authorize the County Judge to execute an Amended Property Tax Abatement Agreement between Jefferson County and Emerald Biofuels Pursuant to Sec. 312.401, Texas Tax Code.



STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

§

### **AMENDED ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Emerald Biofuels (hereinafter sometimes referred to as "Emerald" or "OWNER").

#### **1. RECITALS**

WHEREAS, OWNER possesses interests in taxable real property located within the Emerald Biofuels Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated April 14, 2020 (hereinafter referred to as the "REINVESTMENT ZONE"); and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a new Renewable Diesel Refinery and related improvements (hereinafter referred to collectively as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the Project, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

## 2. AUTHORIZATION

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE EMERALD BIOFUELS REINVESTMENT ZONE.**

## 3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

“Base year”, for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not



integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

“Completion” as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Full-time job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

“Payment in Lieu of Taxes”. If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

#### 4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2024 and shall terminate on December 31, 2029, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2021, this AGREEMENT shall be null and void.

#### 5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: Tax Abatement Schedule," OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the fourth quarter, 2023, maintain a level of not less than 40 new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of January 1, 2024 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 40 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 40 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$\$  
 A2 = revised Abatement \$\$  
 E1 =   40   full-time jobs  
 E2 = revised employee count  
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$330 million;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;



- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
  - i. “Local labor” is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. “Local vendors” and “local suppliers” shall include only those located or having a principal office in Jefferson County. “Local subcontractors” shall include only those located or having a principal office in Jefferson County.
  - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER’S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this “buy local” provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
  - iii. OWNER agrees that it will provide sufficient notice and information regarding of the project to qualified local contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;

- h. OWNER will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

- i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
  - i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
  - ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
  - iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
  - iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of



HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREE Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

- o. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.
- p. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.



## **6. VALUE OF ABATEMENT**

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

## **7. QUARTERLY MONITORING MEETINGS**

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

## **8. TAXABILITY**

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

## **9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE**

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2021 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1<sup>st</sup> of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty

improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

#### **10. POLLUTION CONTROL EXEMPTION**

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2020 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

#### **11. EVENT OF DEFAULT**

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to



instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

## **12. RECAPTURE OF TAXES**

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

## **13. TERMINATION**

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days' written notice to the COUNTY and COUNTY shall have the right of recapture per Provision number 12 above..

## **14. ASSIGNMENT**

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for

the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

### **15. ENTIRE AGREEMENT**

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

### **16. SUCCESSORS AND ASSIGNS**

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

### **16. NOTICE**

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

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**OWNER:** Howard Jensen  
P.O. Box  
Lake Wynoka, OH 45171

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**COUNTY:** Hon. Jeff R. Branick, County Judge  
Jefferson County Texas  
P.O. Box 4025  
Beaumont, Texas 77704  
(409) 835-8466  
(409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney  
Criminal District Attorney

1149 Pearl Street, 3<sup>rd</sup> Floor  
 Beaumont, Texas 77701  
 (409) 835-8550  
 (409) 835-8573 (facsimile)

Mr. Fred L. Jackson,  
 First Assistant: Staff Attorney  
 Jefferson County Courthouse  
 P. O. Box 4025,  
 Beaumont, Texas 77704  
 (409) 835-8466  
 (409) 839-2311 (facsimile)

### **17. MERGER**

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

### **18. INTERPRETATION**

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

### **19. APPLICABLE LAW AND VENUE**

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

### **20. SEVERABILITY**

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.



Executed in duplicate this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FOR THE COUNTY:**

---

Hon. Jeff R. Branick, County Judge  
Jefferson County, Texas

**FOR OWNER:**

---

Howard Jensen, Owner

**EXHIBIT A "Description of Project"**

The proposed project is a facility to CONSTRUCT :

Assuming all necessary approvals are obtained, Emerald will construct a 6,500 bbls per day renewable diesel refinery.

The proposed improvements would include the feedstock preprocessing unit, a hydrotreating unit, and isomerization unit along with all process infrastructure and auxiliary equipment including, but not limited to storage tanks, compressors, motors, drums, vessels, heat exchangers, pumps, filters, reactors, blowers and fans, dryers, dust collection units, mixers, feeders, extruder, rotary valves, scales, trolleys and hoists, utility service lines, electrical switchgear, transformers, substations, instrumentation equipment, equipment and structural foundations including supports, control equipment , rail lines, and warehouses.

**“Tax Abatement Schedule”**

<b>Tax Year</b>		<b>Abatement Percentage</b>
1	2024	90%
2	2025	90%
3	2026	90%
4	2027	90%
5	2028	90%
6	2029	90%

**EXHIBIT B “Base Year Property”**

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.



**EXHIBIT C – “Reinvestment Zone Order”**

**EXHIBIT D – “List of HUB/ DBE Companies”**

**Property Owner may acknowledge the County has previously provided this.**

**Exhibit "E"**

**Jefferson County Abatement Policy**

**It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.**

**EXHIBIT “F” - AFFILIATES OF OWNER****NONE**





## JEFFERSON COUNTY

### ORDER REGARDING REOPENING OF COURTHOUSE AND COUNTY BUILDINGS

Whereas, Governor Greg Abbott and I, as the County Judge of Jefferson County issued Disaster Declarations on March 13, 2020 because of the dangers posed by the novel coronavirus (COVID-19), pursuant to Section 418 of the Texas Government Code; and

Jefferson County has continued to abide by Executive Orders of Governor Abbott and the safety guidelines of the Centers Disease Control because of the imminent threat of harm to persons exposed to COVID-19; and

Whereas, the orders of the Governor supersede those issued by the County Judge, I, as County Judge did issue an order that all citizens of Jefferson County would be governed by the restrictions issued by the Governor in his Executive Orders; and

Whereas, I, as County Judge, am mindful that as Texas reopens in the midst of COVID-19, there is the present risk of the spread of this disease and that we must constantly follow good hygiene and social-distancing practices, especially those set forth in the minimum standard health protocols from the Texas Department of Health & Safety; and

Whereas, due to improved medical treatments for COVID-19 patients, substantial increases in testing, abundant supplies of personal protective equipment, our citizens adherence to safe practices, and more people have been vaccinated, the number of new COVID-19 cases have steadily and significantly declined; and

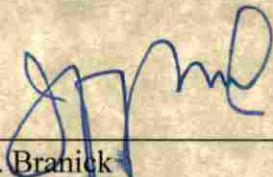
Whereas, I, in conjunction with our Local Health Authority, now deem it reasonable to relax some of the restrictions we previously mandated, I am issuing the following Orders:

**NOW, THEREFORE I, JEFF R. BRANICK, COUNTY JUDGE OF JEFFERSON COUNTY, TEXAS, PURSUANT TO THE AUTHORITY VESTED BY THE TEXAS GOVERNMENT CODE ORDER:**

**The Courthouse Re-opening Plan of May 19, 2020 is hereby rescinded.**

If you have any questions **regarding** this you may call Fred Jackson at 409-835-8466.

**ORDERED** this the 11<sup>th</sup> day of May, 2021, at 11 a.m.

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



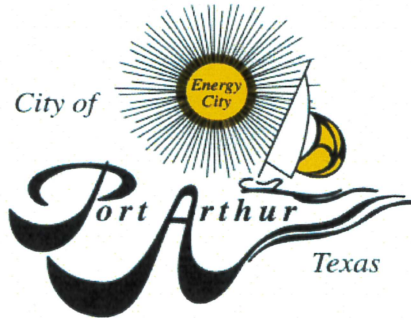


**AGENDA ITEM****May 11, 2021**

Consider, possibly approve, authorize the County Judge to execute, receive and file a Demolition Waiver for the City of Port Arthur for property located at 2047 8<sup>th</sup> St., Port Arthur, TX.

THURMAN "BILL" BARTIE, MAYOR  
CHARLOTTE MOSES, MAYOR PRO TEM

COUNCIL MEMBERS:  
INGRID HOLMES  
CAL J. JONES  
THOMAS J. KINLAW, III  
KENNETH MARKS  
DONALD RAY FRANK, SR.



RONALD BURTON  
CITY MANAGER

VAL TIZENO  
CITY ATTORNEY

SHERRI BELLARD  
CITY SECRETARY

May 4, 2021

**Certified: SENT VIA EMAIL**

Jefferson County  
1149 Pearl Street  
Beaumont, Texas 77701-3638

**RE: 2047 8<sup>TH</sup> STREET (RESIDENCE/ATTACHED GARAGE) LOT 12 BLOCK 227 CITY OF PORT ARTHUR ADDITION**

Dear Jefferson County,

Enclosed is a Demolition Waiver. Please sign it in the presence of a Notary Public, and return it with a copy of your **Recorded Deed** and **driver's license** (for each waiver).

If you have any questions, please do not hesitate to call me at (409) 983-8209.

Sincerely,  
Ronnie Mickens  
Demolition Inspector

# DEMOLITION WAIVER

City of Port Arthur  
Community Development Department—Demolition Division  
340 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089  
(409) 983-8209/(409) 983-8250

I, Jefferson County et al, am the owner of a Residence/Attached Garage  
(Owner's Name) (Description of Building(s))

at 2047 8<sup>th</sup> Street, legally described as Lot 12 Block 227 City of Port Arthur Addition  
(Street Address) (Legal Description)

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature(s):

Mailing Address:

Telephone Number(s):

SUBSCRIBED AND SWORN BEFORE ME THIS

11<sup>th</sup>

DAY OF

May

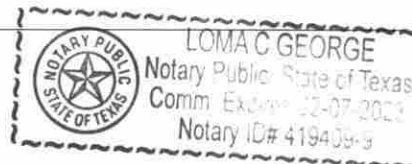
, 2021

Loma George

NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES:

02-07-2023





[Prev. Acc...](#)
[Next Acco...](#)
[Prev. Owner](#)
[Next Owner](#)
[Acct History](#)
[Acct Summary](#)
[Notes](#)
[Documents](#)

Go To: 

CELLIS  
ACT8006 v1.289

ACCOUNT NO(05340000025850000000): YEAR = 2020, LEGAL STATUS = STRUCK OFF,  
CAUSE NUMBER = E204864

05/04/2021 13:04:47  
ACTJC

## STATUS DETAIL

Expand Fees

Summary

## Account Information

Account No. 053400-000/258500-00000 Roll Code REAL PROPER

Certified Owner JEFFERSON COUNTY

Parcel Address 2047 8TH ST

Amount Due  
as of 05/04/2021

Owner No. 0

## Tax Units

Tax Unit Description

List of Tax Units

1 9 35 43 51 55

AG INCLUDED

Remove Fees

Countywide ☐

Tax Unit, Yr, Rec. Type

Tax Unit Year Rec. Type 

Multi Select

## Amount Due/Paid Information

Year	Appr. Value	H	O	V	D	Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2020	\$17,769			0		\$588.92	\$0.00	\$0.00	\$588.92	\$176.36	\$0.00	\$765.28
2019	\$25,530			0		\$827.52	\$0.00	\$0.00	\$827.52	\$443.56	\$0.00	\$1,271.08
2018	\$23,640			0		\$753.43	\$0.00	\$0.00	\$753.43	\$512.32	\$0.00	\$1,265.75
2017	\$23,640			0		\$732.56	\$0.00	\$0.00	\$732.56	\$603.63	\$0.00	\$1,336.19
2016	\$23,640			0		\$692.48	\$0.00	\$0.00	\$692.48	\$670.32	\$0.00	\$1,362.80
2015	\$23,640			0		\$691.17	\$0.00	\$0.00	\$691.17	\$768.56	\$0.00	\$1,459.73
2014	\$23,640			0		\$705.62	\$0.00	\$0.00	\$705.62	\$886.25	\$0.00	\$1,591.87
2013	\$23,640			0		\$674.72	\$0.00	\$0.00	\$674.72	\$944.62	\$0.00	\$1,619.34
2012	\$23,640			0		\$663.47	\$0.00	\$0.00	\$663.47	\$1,024.39	\$0.00	\$1,687.86
Totals						\$14,990.04	\$5,181.32	\$0.00	\$9,808.72	\$12,971.71	\$0.00	\$22,586.19

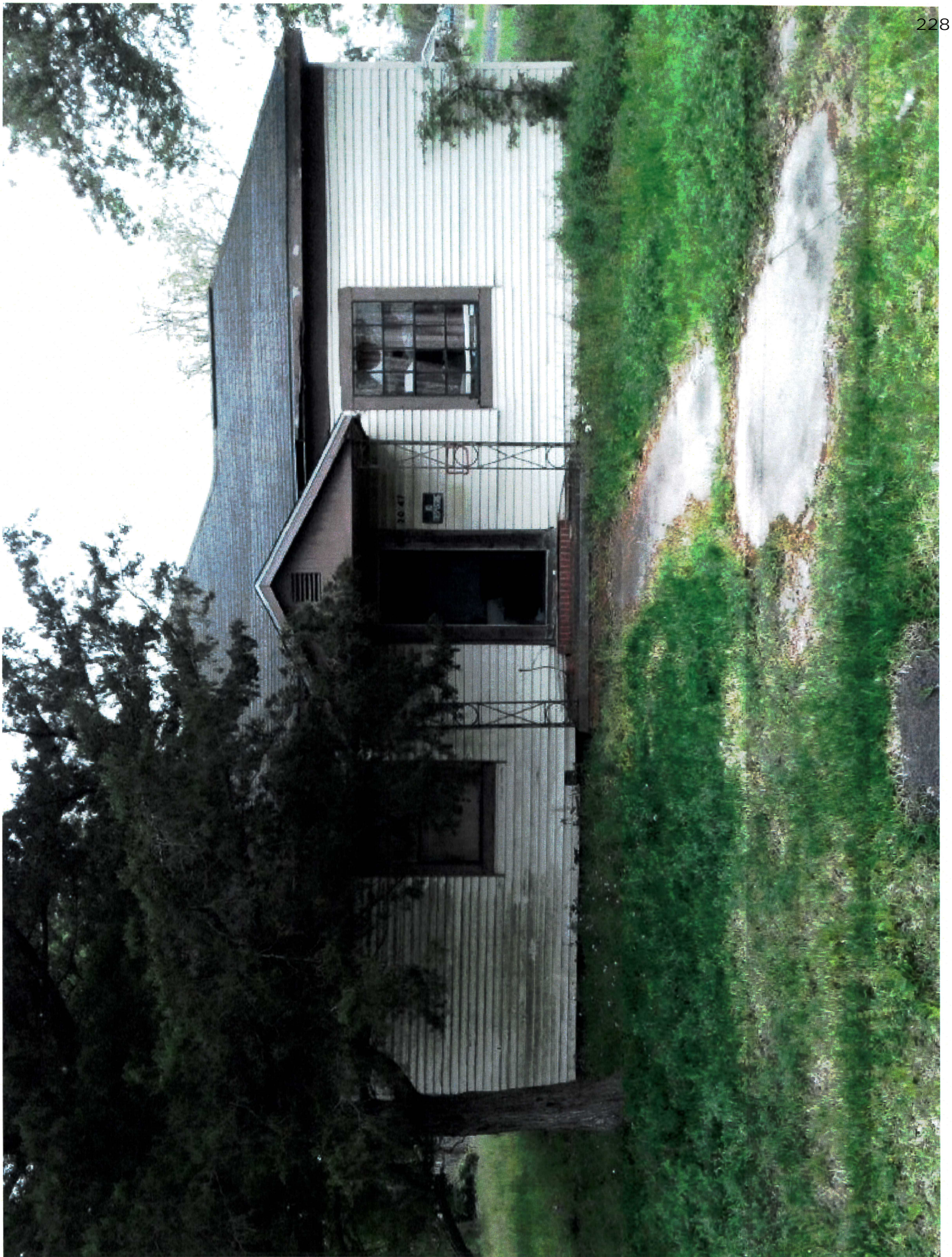
Last Payment  
Date

Last Payer

Alert

SIT Payments





















# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 11th day of May, 2021, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following RESOLUTION was adopted:

**WHEREAS, Beaumont United High School Boys' and Girls' basketball teams**, participating in UIL Interscholastic League Sports competition; and

**WHEREAS, Beaumont United High School Boys' and Girls' basketball teams**, have proven themselves to be champions both on and off the basketball court; and

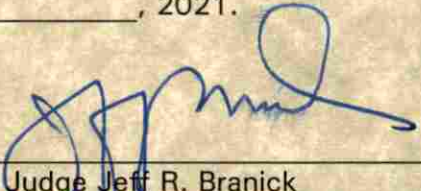
**WHEREAS, Beaumont United High School Boys' basketball team** has shown the dedication and resolve required to advance from the rigorous regular schedule of teams in their district by the Boys winning the State 5-A Championship and the Girls making it to the Final Four of the State tournament; and

**WHEREAS, Beaumont United High School Boys' and Girls' basketball teams**, have proven their excellence by becoming the only High school in Jefferson County history to have both boy's and girl's teams Playing in the State 5A final 4, with the Boys having an undefeated season (30-0) and the Girls with only one loss (27-1); and


**WHEREAS**, having made a significant contribution to Jefferson County, **Beaumont United High School Boys' and Girls' basketball teams**, are recognized for their unselfish teamwork and grueling efforts to achieve excellence and the trophies and accolades brought to Jefferson County.


**NOW, THEREFORE, BE IT RESOLVED** that the Commissioner's Court of Jefferson County, Texas does hereby honor and commend **Beaumont United High School Boys' and Girls' basketball teams**, for their dedicated service and hard work, and congratulate them on their achievements on and off the Basketball court.


SIGNED this 11th day of May, 2021.


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



  
\_\_\_\_\_  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
\_\_\_\_\_  
COMMISSIONER DARRELL W. BUSH  
Precinct No. 2

  
\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



**AGENDA ITEM****May 11, 2021**

Consider, possibly approve and authorize the County Judge to execute a Memorandum of Understanding between Lamar State College Port Arthur Department of Workforce & Continuing Education and Jefferson County.

## Memorandum of Understanding between

Lamar State College Port Arthur Department of Workforce & Continuing Education and  
Jefferson County

Parties. This memorandum is made and entered into by the Jefferson County Texas (County) and Lamar State College Port Arthur Department of Workforce & Continuing Education (LSCPA).

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court, a body politic of the State of Texas and the County's Office, as authorized by Chapter 791 of the Government Code, and Lamar State College Port Arthur, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and'

Purpose. The purpose of this memorandum is to 1) facilitate collaboration between County and LSCPA in responding to funding opportunity number O-BJAA-2021-98001, 2) facilitate services to be offered utilizing grant funds, 3) facilitate the flow of inmates into pre-release Educational and Occupational Training, and 4) facilitate the flow of individuals into post-release Occupational Training.

No element of this understanding shall bind either party to make a referral or to accept a referral that does not meet their admission criteria or is unsuitable for the services provided.

### Responsibilities of Parties

#### A. County

1. County and LSCPA shall participate in LSCPA's application for funding opportunity number FOA-ETA-20-02 to provide pre- and post-release services for incarcerated individuals.
2. If funding is achieved, County shall, in their normal course of action, determine that certain incarcerated individual may benefit from pre-release life skills, soft skills and occupational training and post-release occupational training.
3. County will refer incarcerated individual to LSCPA for these services.
4. County shall commit training space needed for pre-release services provided.
5. County and LSCPA shall work together to facilitate grant personnel completing all security clearance required by County.
6. County shall allow minimal use of internet services while incarcerated individuals are involved with grant related services such as training or completing a WIOA application.
7. To the extent that any personnel does not qualify for admittance to County's facility, LSCPA shall replace said individual.
8. County agrees to share sufficient inmate related data to meet grant goals of program evaluation.

#### B. LSCPA

1. County and LSCPA shall participate in LSCPA's application for funding under funding opportunity number O-BJAA-2021-98001 for pre-release and post-release training for incarcerated individuals.
2. LSCPA shall include in the grant application sufficient administration, faculty and support persons to make the program viable.



3. LSCPA shall be create a program to provide pre-release academic and occupational skills training. Actual number of inmates served will be determined by the size of the award.
4. LSCPA shall be prepared to offer occupational training to former inmates from the Jefferson County corrections. Actual number of inmates served will be determined by the size of the award.

No Joint Enterprise. The provisions of this contract are not intended to create, nor will they be in any way construed to create, a joint venture, a partnership, or to create any liability for the parties whatsoever with respect to the parties' indebtedness, liabilities, and obligations. 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.

The parties further agree, pursuant to Sec. 791.015m Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Severability. If any provision of this contract is held to be invalid, unenforceable, or illegal in any respect, such provision will be fully severable, and the remainder of this contract will remain valid and in full force and effect.

Notice: Any notice required or permitted under the contract will be in writing and will be directed to the parties as designated below and will be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; (3) upon three business days after deposit in the United States mail; or (4) when received if sent by confirmed facsimile or confirmed email:

If to LSCPA:

Dr. Ben Stafford  
Vice President for Workforce & Continuing Education  
Lamar State College Port Arthur  
Port Arthur, Texas, 77642  
409 984-6354  
[staffordbk@lamarpa.edu](mailto:staffordbk@lamarpa.edu)

If to County:

Jeff Branick  
County Judge  
Jefferson County Courthouse  
1149 Pearl Street  
Beaumont, Texas, 77701  
409 835-8466 Phone  
409 839-2311 Fax

Having agreed to the terms and conditions stated herein, the parties do hereby execute this contract.

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Jeff R. Branick, County Judge

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Dr. Betty Reynard, President, Lamar State College Port Arthur

**Regular, May 11, 2021**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, May 11, 2021