



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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## LEGAL NOTICE

### Advertisement for Invitation for Bids

December 10, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-060/YS, Hurricane Harvey Repairs and Restoration for Highway 124 Stock Yard Office and Equipment Shed. **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. Drawings may be obtained from Soutex Surveyors & Engineers, 3737 Doctors Drive, Port Arthur TX, 77642, phone 409-983-2004, attention: Jeremy Mitchell or Dawn Schexneider.**

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 four (4) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Hurricane Harvey Repairs and Restoration for Highway 124 Stock Yard Office and Equipment Shed

**BID NO:** IFB 18-060/YS

**DUE DATE/TIME:** 11:00 AM CDT, Tuesday, January 22, 2019

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

There will be a **mandatory** pre-bid conference and walk-through at 10:00 AM CDT on Wednesday, January 2, 2019, at Highway 124 Stock Yard Office & Equipment Sheds, 24420 Highway 124, Hamshire TX, 77622.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

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.**

A handwritten signature of Deborah L. Clark in black ink, written over a circular stamp that matches the Jefferson County seal.

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

**IFB 18-060/YS**  
**Hurricane Harvey Repairs and Restoration of Highway 124 Stock**  
**Yard Office and Equipment Shed**  
**Bids due: 11:00 AM CDT, Tuesday, January 22, 2018**

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**Bid Submissions:**

**Bidder is responsible for submitting:**

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Four (4) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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

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

# Instructions to Bidders

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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.

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

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

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

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

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

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

## 3. Courthouse Security

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

## 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

## 5. Signatures

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

**6. County Holidays – 2018:**

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

**County Holidays – 2019:**

|                  |                     |                             |
|------------------|---------------------|-----------------------------|
| January 1        | Tuesday             | New Year's                  |
| January 21       | Monday              | Martin Luther King, Jr. Day |
| February 18      | Monday              | President's Day             |
| April 19         | Friday              | Good Friday                 |
| May 27           | Monday              | Memorial Day                |
| July 4           | Thursday            | Independence Day            |
| September 2      | Monday              | Labor Day                   |
| November 11      | Monday              | Veteran's Day               |
| November 28 & 29 | Thursday & Friday   | Thanksgiving                |
| December 24 & 25 | Tuesday & Wednesday | Christmas                   |
| January 1, 2020  | Wednesday           | New Year's                  |

**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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## **M. ACCESS TO RECORDS**

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

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

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

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

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

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

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

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

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

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

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

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

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

**Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and four (4) numbered bid copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Vendors must enter the required information on Form 1295, and print a copy of the completed form.*

*The form will include a certification of filing that will contain a unique certification number.*

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

**FORM 1295, Completion Instructions, and Login Instructions are available via the**

**Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)**

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

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

### **5. Delivery**

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

### **6. Payment**

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

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

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

### **7. Usage Reports**

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

### **8. Insurance**

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

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

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

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 Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us) regarding any questions or comments. Please reference bid number IFB 18-060/YS.

### Scope

#### GENERAL NOTES:

Work Included: The contractor shall provide all materials, labor, equipment and tools necessary to clean repair and restore office building to provide a complete and operational building in accordance with the minimum standards as set forth in this scope of work.

Performance of Work: All work shall be performed in accordance with these General Notes, Specifications and Construction Documents for all work as stated in this scope of work.

Contract Completion Time: The Contractor shall complete all work and cleanup within the specified time limits established in the contract.

Code Compliance: All work shall be performed in compliance with applicable Local, County, State and Federal codes and ordinances.

Dumping: All trash and rubbish shall be removed off-site in an approved and lawful manner. Unless otherwise stated, all material scheduled for removal or disposal becomes property of the Contractor. Burning or burying of rubbish on-site or otherwise is prohibited.

Workmanship: All work shall be performed by skilled craftsman that are regularly engaged in work to be performed and shall be at the Journeyman level or directly supervised by a Journeyman.

Craftmanship: All work shall be crafted in a professional manner. No drips, flaws or second-rate work will be accepted. If craftsmanship is lacking, the Contractor shall correct the deficiencies at no additional cost to the owner.

Verification: Field verify all measurements as indicated in the Construction Documents before the purchasing of any material and before work begins. Contractor shall notify Owner and Engineer immediately with any discrepancies.

Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

#### CONCRETE:

Saw cut concrete per Construction Documents and Specifications for installation of new shower and drain.

Repair any damaged areas of concrete floor per Specifications.

Polish concrete floor per Specifications.

Stain concrete floor per Specifications.

#### WALLS:

Demolish portions or walls as noted and drawn in Construction Documents.

Install new walls as noted or drawn in Construction Documents.

Install new R-13 batt insulation in exterior walls.

Install gypsum board per Construction Documents and Specifications.

Wall finish to be textured, primed and painted per Construction Documents and Specifications.

Install 4" vinyl baseboard along all walls.

#### DOORS:

Remove framed openings as indicated on Construction Documents.

Install new framed openings and widen existing framed opening for exterior door as indicated on Construction Documents.

Install new hollow metal doors and frames as indicated on Construction Documents and per Specifications.

#### CEILING:

Remove existing gypsum board ceiling.

Remove existing insulation from ceiling.

Install new R-19 batt insulation in ceilings. (Field Verify size)

Install new gypsum board on ceilings.

Ceiling finish to be textured, primed and painted per Construction Documents and Specifications.

#### KITCHEN:

Install new kitchen base, wall and full height plastic laminate cabinets with plastic laminate countertops and backsplash per Construction Documents and Specifications.

**HVAC:**

Inspect existing air handling system, duct work and heater for damage and mold.

Verify existing air handling unit and heater that it is compatible with new outside air conditioning unit.

Install new duct supply and air vent grill in storage room as indicated on Construction Documents.

Remove existing air vent grills and return air grill and replace with new vent grills.

Remove existing outside Air Conditioning Unit and replace with new 3-ton BTU unit and place on 4" thick concrete AC pad.

Relocate Return Air as indicated on Construction Documents.

Install new exhaust fan cover over existing wall exhaust fans as indicated on Construction Documents.

Remove, replace and relocate existing thermostat as indicated on Construction Documents.

**ELECTRICAL:**

Remove existing light fixtures.

Install new light fixtures after ceiling is painted.

Provide temporary lighting.

Remove and replace convenience outlets and light switches; relocate outlets and switches where walls are being removed as indicated on Construction Documents.

Install new dedicated circuit and outlet for owner provided ice machine as indicated on Construction Documents.

Contractor shall coordinate and examine existing ice machine to determine proper size wiring and voltage.

Install new dedicated circuit for 40-gallon water heater as indicated on Construction Documents and manufacturers requirements and recommendations.

**PLUMBING:**

Cap off plumbing as indicated on Construction Documents.

Remove existing toilet as indicated on Construction Documents.

Install new required plumbing for new shower and for new location of hot water heater.

Install new plumbing fixtures as indicated on Construction Documents (Toilet, Hand Sink, Kitchen Sink, Shower)

Install new 40-gallon water heater as indicated on Construction Drawings and per manufacturer's instructions and recommendations.

## **SELECTIVE DEMOLITION & RELOCATION:**

### **I. Section Includes**

#### **A. Selective Building Demolition & Relocation**

1. Selective demolition & relocation of interior partitions, systems, and building components designed to be removed.
2. Selective demolition of exterior systems and components designated to be removed.
3. Removal of abandoned utilities and wiring systems.
4. Removal and disposal of legal materials to an off-site location.
5. Interruption, capping or removal of utilities as applicable.
6. Salvage of designated items.

### **II. Submittals**

- A. Schedule: Submit for approval selective demolition schedule, including schedule and methods of capping utilities to be abandoned and maintaining existing utility service.

### **III. Quality Assurance**

- A. Codes and Regulations: Comply with governing codes and regulations. Use experienced workers.

### **IV. Execution of Selective Demolition**

- A. Demolition Operations: Do not damage building elements and improvements indicated to remain. Items of salvage value, not included on schedule of salvage items to be returned to Owner, shall be removed from structure. Storage or sale of item from site is prohibited.
- B. Utilities: Locate, identify, disconnect, and seal or cap off utilities in buildings to be demolished.
- C. Shoring and Bracing: Provide and maintain interior and exterior shoring and bracing.
- D. Operations: Cease operations if public safety or remaining structures are endangered. Perform temporary corrective measures until operations can be continued properly.
- E. Security: Provide adequate protection against accidental trespassing. Secure project after work hours.
- F. Restoration: Restore finishes of patched areas

### **V. Execution of Schedule**

- A. Utilities Requiring Interruption, Capping, Relocation or Removal
1. Water and sewage to urinal
  2. Designated electrical outlets and switches
- B. Items to be removed or demolished
1. Outside Air Conditioning Unit
  2. Toilet
  3. Walls labeled on plans as demo
  4. Concrete on plans labeled as saw-cut



## GYPSUM BOARD ASSEMBLIES

### I. Section Includes

- A. Gypsum board and joint treatment products.
- B. Accessories for the installation and trimming of gypsum board partitions and ceilings.

### II. Submittals

- A. Product Data: Submit manufacturers data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.

### III. Quality Assurance

- A. Installer Qualifications: Minimum 3-year experience installing similar products.

### IV. Delivery, Storage and Handling

- 1. Deliver and store gypsum board in accordance with GA-801.
- 2. Ship materials with a weathertight cover and in manufacturers original packages showing manufacturers name and product brand name.
- 3. Store materials inside and protected from damage by weather and direct sunlight. Stack flat; protect ends, edges, and faces of gypsum boards from damage. Protect accessories from moisture.

### V. Project Conditions

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside of manufacturers absolute limits.
- B. Do not install interior products until installation areas are enclosed and conditioned.
- C. Do not install panels that are moisture damaged, and those that are mold damaged.

### VI. Products

#### A. Interior Gypsum Materials

- 1. Gypsum Board: 5/8" Gypsum core panel surfaced with paper on front and back edge and complying with ASTM C 1396 and ASTM C 36.
  - (a) *Avoid unnecessary joints.*
- 2. Mold-Resistant 5/8" Gypsum Board: Gypsum core panel enhanced with moisture-resistant wax emulsion and chemically treated to resist mold and mildew in the core and surfaced with mold and mildew-resistant paper on front, back and along the edges and complying with ASTM C 1396 Section 7 and ASTM C 630.
  - (a) *Avoid unnecessary joints.*
- 3. Gypsum Ceiling Board: 5/8" Gypsum core panel surfaced with paper on front and back edges, sag resistant and complying with ASTM C 1396.
  - (a) *Avoid unnecessary joints.*
- 4. Glass Mat Water-Resistant Gypsum Backer Board: 5/8" Gypsum backer board water and mold resistant with cementitious coating and complying with ASTM D3273.
  - (a) *Avoid unnecessary joints.*

#### B. Gypsum Joint Treatment and Finish Products

- 1. Joint Treatment Tape: Complying with ASTM C 475 and GA-216
- 2. Joint Compound: Vinyl type pre-mixed compound: complying with ASTM C 475

## VII. Accessory Materials

- A. Corner Bead: Formed galvanized steel angle, min. base steel 0.14" thick and complying with ASTM C 1047
- B. Screws: ASTM C 954 or ASTM C 1002 or both with heads, threads, points, and finish as recommended by panel manufacturer
- C. Nails: ASTM C 514 with heads, lengths, configurations, and finish as recommended by panel manufacturer
- D. Insulation: ASTM C 665, Type I, mineral fiber (either glass, rock, or slag) insulation blankets without membrane facing

## VIII. Execution.

### A. Examination

1. Verify that site conditions are ready to receive work and framing and opening dimensions are as indicated on the Drawings.
  - (a) *Verify that completed openings to receive know-down wrap around frames are of correct size and thickness.*
2. If preparation is the responsibility of another installer, notify Designer of unsatisfactory preparation before proceeding.

### B. Preparation

1. Clean surfaces thoroughly prior to installation.
2. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

### C. INSTALLATION

D. Application: Apply and maintain conditions during installation in accordance with GA216-and GA-238 and as follows:

1. Keep gypsum board dry throughout application.
2. Do not use gypsum board that has visible mold growth.

E. Apply gypsum board on walls with a minimum 1/4 inch (6.4 mm) gap between the gypsum board and the floor.

1. Do not apply gypsum board over other building materials where conditions exist that are favorable to mold growth.
2. Maintain a sound weather-tight building envelope including, such elements as the roof, sealants, windows, etc.
3. Immediate and appropriate remediation measures must be taken as soon as water leaks or condensation sources are identified.
4. Provide routine cleaning and maintenance operations to prevent saturation of the gypsum board.
5. If gypsum board is damaged by water, assess the need for replacement in accordance with GA-231.

F. Install accordance with GA 216 and the following:

1. Metal Framing: ASTM C 754.
2. Gypsum Sheathing Board: ASTM C 1280 and GA-253.
3. Fire-Resistant Construction: GA 600.
4. Gypsum Board and Joint Treatment: ASTM C 840 and GA-214.
5. Gypsum panel manufacturer's published recommendations.

G. Finishing: Tape, fill, sand and finish joints in accordance with ASTM C 840 and GA-214.

1. Level 1: Plenums and service corridors.
2. Level 2: Water-resistant gypsum backing board indicated to receive tile.

3. Level 3: Gypsum board indicated to receive heavy or medium textured coatings and heavy-grade wall coverings.
4. Level 4: Gypsum board indicated to receive light textured coatings and light-grade wall coverings.
5. Level 5: All other gypsum board.

H. Protection

1. Protect work from damage and deterioration until date of Substantial Completion.
2. Touch-up, repair or replace damaged products before Substantial Completion.

## **MAINTENANCE OF CAST-IN CONCRETE**

### **I. Section Includes**

#### **A. Products for maintenance of concrete, including the following:**

1. Bonding agents.
2. Patching mortar.
3. Rapid-setting horizontal concrete repair
4. Polymer-modified horizontal repair.
5. Epoxy crack-injection
6. Polymer-overlay
7. Polymer-sealer
8. Composite reinforcement

### **II. Submittals**

#### **A. Product Data: Manufacturer's data sheets on each product to be used, including:**

1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

### **III. Quality Assurance**

#### **A. Manufacturer Qualifications: Minimum 5-year experience manufacturing similar products.**

#### **B. Installer Qualifications: Minimum 2-year experience installing similar products.**

#### **C. Source Limitations: For repair products, obtain each color, grade, finish, type, and variety of product from single source and from single manufacturer with resources to provide products of consistent quality in appearance and physical properties.**

### **IV. Project Conditions**

#### **A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits of recommended by manufacturer's recommended limits.**

### **V. Sequencing**

#### **A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.**

### **VI. Products**

#### **A. Acceptable Manufacturer:**

### **VII. Bonding Agents**

#### **A. Epoxy-Modified, Cementitious Bonding and Anticorrosion Agent: Manufactured product that consists of water-insensitive epoxy adhesive, Portland cement, and water-based solution of corrosion-inhibiting chemicals that forms a protective film on steel reinforcement.**

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planibond 3C.

#### **B. Epoxy Bonding Agent: ASTM C 881/C 881M, bonding system free of VOCs.**

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planibond EBA.
2. Type II: Non-load-bearing applications.

#### **C. Mortar Scrub Coat: Mix consisting of 1 part Portland cement and 1 part fine aggregate complying with ASTM C 144 except 100 percent passing a No. 16 (1.18-mm) sieve.**

## VIII. Patching Mortar

### A. Patching Mortar Requirements:

1. Only use patching mortars that are recommended by manufacturer for each applicable horizontal, vertical, or overhead use orientation.
2. Color and Aggregate Texture: Provide patching mortar and aggregates of colors and sizes necessary to produce patching mortar that matches existing, adjacent, exposed concrete. Blend several aggregates if necessary to achieve suitable matches.
3. Coarse Aggregate for Patching Mortar: ASTM C 33/C 33M, washed rounded aggregate, Size No. 8, Class 5S. Add to patching-mortar mix only as permitted by patching-mortar manufacturer.

B. Job-Mixed Patching Mortar: 1-part Portland cement and 2-1/2 parts fine aggregate complying with ASTM C 144, except 100 percent passing a No. 16 (1.18-mm) sieve.

C. Cementitious Patching Mortar: Packaged, dry mix for repair of concrete.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Mapecem Quickpatch.
2. Compressive Strength: Not less than 4000 psi (27.6 MPa) at 28 days when tested according to ASTM C 109/C 109M.

## IX. Rapid-Setting Horizontal Concrete Repair Products

A. One-Component, Shrinkage-Compensated, Rapid-Strengthening, Horizontal Cementitious Repair Mortar: Packaged, dry mix for repair of concrete.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planitop 18.
2. Product shall comply with ASTM C 928/C 928MR3.
3. Compressive Strength: Not less than 3000 psi (21.0 MPa) within three hours when tested according to ASTM C 109/C 109M.

B. One-Component, Extended-Set, High-Early-Strengthening, Horizontal Cementitious Repair Mortar Suitable for Sloped Conditions: Packaged, dry mix for repair of concrete.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planitop 18ES.
2. Product shall comply with ASTM C 928/C 928MR3.
3. Compressive Strength: Not less than 3000 psi (21.0 MPa) within three hours when tested according to ASTM C 109/C 109M.

## X. Polymer-Modified Horizontal Repair Products

A. Two-Component, Cementitious Flowable Repair Mortar for Resurfacing Horizontal Concrete: Packaged, dry mix for repair of concrete, and containing a latex additive as either a dry powder or a separate liquid added during mixing.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planitop 25.
2. Product shall be non-redispersible.
3. Compressive Strength: Not less than 7000 psi (49 MPa) within twenty-eight days when tested according to ASTM C 109/C 109M.

B. Polymer-Modified, Cementitious Horizontal Resurfacing Mortar: Packaged, dry mix for repair of concrete, and containing a latex additive as either a dry powder or a separate liquid added during mixing.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Concrete Renew mixed with diluted Planicrete UA.
2. Product shall be non-redispersible.
3. Compressive Strength: Not less than 4000 psi (27.6 MPa) within twenty-eight days when tested according to ASTM C 109/C 109M.

C. Polymer-Modified, Cementitious Horizontal Resurfacing Mortar: Packaged, dry mix for repair of concrete, and containing a latex additive as either a dry powder or a separate liquid added during mixing.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Concrete Renew Fine mixed with diluted Planicrete UA.
2. Product shall be non-redispersible.
3. Compressive Strength: Not less than 3500 psi (24.5 MPa) within twenty-eight days when tested according to ASTM C 109/C 109M.

#### XI. Self-Leveling Concrete Toppings

A. Self-Leveling, Self-Drying, Polishable, Concrete Topping: Packaged, dry mix for repair of concrete, and containing a latex additive as either a dry powder or a separate liquid added during mixing.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Ultratop.
2. Product shall be non-redispersible.
3. Compressive Strength: Not less than 6000 psi (42 MPa) within twenty-eight days when tested according to ASTM C 109/C 109M.

B. Self-Leveling, Quick-Setting, Exterior-Rated, Polishable, Concrete Topping: Packaged, dry mix for repair of concrete, and containing a latex additive as either a dry powder or a separate liquid added during mixing.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Ultratop PC.
2. Product shall be non-redispersible.
3. Compressive Strength: Not less than 7000 psi (49 MPa) within twenty-eight days when tested according to ASTM C 109/C 109M.

#### XII. Horizontal Concrete Repair Products

A. Two-Component, Polymer-Modified, Fast-Setting, Cementitious Repair Material: Packaged, dry mix for repair of concrete, and containing a latex additive as either a dry powder or a separate liquid added during mixing.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Mapecem 202.
2. Product shall be non-redispersible.
3. Compressive Strength: Not less than 6000 psi (42 MPa) within twenty-eight days when tested according to ASTM C 109/C 109M.

B. One-Component, Polymer-Modified, Fast-Setting, Cementitious Repair Material: Packaged, dry mix for repair of concrete, and containing a latex additive as either a dry powder or a separate liquid added during mixing.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Mapecem 102.
2. Product shall be non-redispersible.
3. Compressive Strength: Not less than 5500 psi (38.5 MPa) within twenty-eight days when tested according to ASTM C 109/C 109M.

C. One-Component, Polymer-Modified, Fast-Setting, Cementitious Repair Material: Packaged, dry mix for repair of concrete, and containing a latex additive as either a dry powder or a separate liquid added during mixing.

1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Topcem Premix.
2. Product shall be non-redispersible.
3. Compressive Strength: Not less than 5500 psi (38.5 MPa) within twenty-eight days when tested according to ASTM C 109/C 109M.

### XIII. Joint Filler

- A. Epoxy Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A Shore durometer hardness of at least 80 according to ASTM D 2240.
  - 1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planibond JF.
- B. Polyurea Joint Filler: Two-component, semirigid, 100 percent solids, polyurea resin with a Type A Shore durometer hardness of at least 75 according to ASTM D 2240.
  - 1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planiseal RapidJoint 15.

### XIV. Epoxy Crack-Injection Materials

- A. Epoxy Crack-Injection Adhesive: ASTM C 881/C 881M, bonding system. Free of VOCs.
  - 1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Epojet LV.
  - 2. Type I or Type II: Non-load-bearing applications.
  - 3. Capping Adhesive: MAPEI Corporation; Planibond AE or Planibond AE Fast product manufactured for use with crack-injection adhesive by same manufacturer.
- B. Epoxy Crack Adhesive: ASTM C 881/C 881M, bonding system. Free of VOCs.
  - 1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planibond AE.
  - 2. Type I or Type II: Non-load-bearing applications.
  - 3. Type IV: Load-bearing and structural applications.
- C. Epoxy Crack Adhesive: ASTM C 881/C 881M, bonding system. Free of VOCs.
  - 1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planibond AE Fast.
  - 2. Type I or Type II: Non-load-bearing applications.
  - 3. Type IV: Load-bearing and structural applications.
- D. Epoxy Crack Adhesive: ASTM C 881/C 881M, bonding system. Free of VOCs.
  - 1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planibond EBA.
  - 2. Type I or Type II: Non-load-bearing applications.
- E. Epoxy Crack Adhesive: ASTM C 881/C 881M, bonding system. Free of VOCs.
  - 1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Epojet.
  - 2. Type I or Type II: Non-load-bearing applications.
  - 3. Type IV or Type V: Load-bearing and structural applications.

### XV. Corrosion-Inhibiting Materials

- A. Corrosion-Inhibiting Treatment: Waterborne solution of alkaline corrosion-inhibiting chemicals for concrete-surface application that penetrates concrete by diffusion and forms a protective film on steel reinforcement.
  - 1. Products: Subject to compliance with requirements, provide MAPEI Corporation; Mapeshield CI 100.

### XVI. Polymer-Overlay Materials

- A. Polymer Overlay: Epoxy adhesive complying with ASTM C 881/C 881M, bonding system Type III, with surface-applied aggregate for skid resistance; free of VOCs.
  - 1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planiseal Traffic Coat.
  - 2. Aggregate: ACI 548.8, oven-dried, washed, angular aggregate with a Mohs hardness scale > 6 conforming to aggregate gradation as follows:
    - (a) No. 4 Mesh Size: 100 percent passing.

- (b) *No. 8 Mesh Size: 30 to 75 percent passing.*
    - (c) *No. 16 Mesh Size: 0 to 5 percent passing.*
    - (d) *No. 30 Mesh Size: 0 to 1 percent passing.*
  - 3. Color and Texture: As indicated by manufacturer's designations.
  - 4. Color and Texture: Matching existing.
  - 5. Color and Texture: As selected by Architect from full range of industry colors.
- B. Polymer Overlay: Epoxy adhesive complying with ASTM C 881/C 881M, bonding system Type III, with surface-applied aggregate for skid resistance; free of VOCs.
  - 1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planiseal Traffic Coat FS.
  - 2. Aggregate: ACI 548.8, oven-dried, washed, angular aggregate with a Mohs hardness scale > 6 conforming to aggregate gradation as follows:
    - (a) *No. 4 Mesh Size: 100 percent passing.*
    - (b) *No. 8 Mesh Size: 30 to 75 percent passing.*
    - (c) *No. 16 Mesh Size: 0 to 5 percent passing.*
    - (d) *No. 30 Mesh Size: 0 to 1 percent passing.*
  - 3. Color and Texture: As indicated by manufacturer's designations.
  - 4. Color and Texture: Matching existing.
  - 5. Color and Texture: As selected by Architect from full range of industry colors.

#### XVII. Polymer-Sealer Materials

- A. Epoxy Polymer Sealer: Low-viscosity epoxy, penetrating sealer and crack filler recommended by manufacturer for penetrating and sealing cracks in exterior concrete traffic surfaces
  - 1. Product: Subject to compliance with requirements, provide MAPEI Corporation; Planiseal LVB.
  - 2. VOC Content: 240 g/L or less.
  - 3. Color and Texture: As indicated by manufacturer's designations.
  - 4. Color and Texture: Matching existing.
  - 5. Color and Texture: As selected by Architect from full range of industry colors.

#### XVIII. Miscellaneous Materials

- A. Portland Cement: ASTM C 150/C 150M, Type I, II, or III unless otherwise indicated.
- B. Water: Potable.

#### XIX. Mixes

- A. General: Mix products, in clean containers, according to manufacturer's written instructions.
  - 1. Do not add water, thinners, or additives unless recommended by manufacturer.
  - 2. When practical, use manufacturer's premeasured packages to ensure that materials are mixed in proper proportions. When premeasured packages are not used, measure ingredients using graduated measuring containers; do not estimate quantities or use shovel or trowel as unit of measure.
  - 3. Do not mix more materials than can be used within time limits recommended by manufacturer. Discard materials that have begun to set.
- B. Mortar Scrub Coat: Mix dry ingredients with enough water to provide consistency of thick cream.
- C. Dry-Pack Mortar: Mix required type(s) of patching-mortar dry ingredients with just enough liquid to form damp cohesive mixture that can be squeezed by hand into a ball but is not plastic.
- D. Concrete: Comply with Section 03 30 00 - Cast-in-Place Concrete.
- E. Grout for Use with Preplaced Aggregate: Proportion according to ASTM C 938. Add grout fluidifier to mix.



## XX. Execution

### A. Examination

1. Do not begin installation until substrates have been properly prepared.
2. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

### B. Preparation

1. Clean surfaces thoroughly prior to installation.
2. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

### C. Installation

1. Install in accordance with manufacturer's instructions and in proper relationship with adjacent construction.

### D. Protection

1. Protect installed products until completion of project.
2. Touch-up, repair or replace damaged products before Substantial Completion.

## INTERIOR PAINTS & COATINGS

### I. Section Includes

A. Surface preparation and the application of paint systems of the following interior and exterior substrates:

1. Interior
  - (a) *Spray Textured Gypsum Board Walls*
  - (b) *Spray Textured Gypsum Board Ceilings*
  - (c) *Wood Trim*
2. Exterior
  - (a) *Steel*

### II. Submittals

A. Submit a complete set of color chips that represent the full range of manufacturer's color samples available.

1. Color selected by owner/owner representative.

### III. Closeout Submittals

A. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule that includes product/color/finish and area used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures.

### IV. Maintenance Materials Submittals

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. Paint: 1 gallon of each material and color applied.

### V. Quality Assurance

A. Manufacturer Qualifications: Produced by a manufacturer with documented minimum 10-year experience manufacturing similar products.

B. Installer Qualifications: Minimum 5-year experience installing similar products.

### VI. Delivery, Storage and Handling

A. Delivery and Handling:

1. Deliver products to Project site in an undamaged condition in manufacturers original sealed containers, complete with labels and instructions for handling, storing, unpacking, and installing.
2. Packaging shall bear the manufacturers label with the following information.
  - (a) *Product name and type (description).*
  - (b) *Batch date.*
  - (c) *Color number.*
  - (d) *VOC content.*

B. Storage and Protection:

1. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
2. Handling: Maintain a clean, dry storage area to prevent contamination or damage to the coatings.

## VII. Project Conditions

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 degrees F (10 and 35 degrees C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 degrees F (3 degrees C) above the dew point; or to damp or wet surfaces.
- C. Do not apply exterior paints in snow, rain, or fog or mist.

## VIII. Paints and Coatings, General

### A. Material Compatibility

- 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
- 2. For each coat in a paint system, provide recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- 3. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such a procedure is specifically described in manufacturer's product instructions. VOCs need to be confirmed by using the products EDS sheets.
- 4. VOC Content: For field applications that are inside the weatherproofing system, paints and coatings shall provide materials that comply with VOC limits of authorities having jurisdiction and interior paints and coatings applied at Project site, the following VOC limits exclusive of colorants added to a tint base, when calculated to 40 CFR 59, Subpart D (EPA Method 24):
  - (a) *Flat Paints and Coatings: 50 g/L.*
  - (b) *Nonflat Paints and coatings: 150 g/L.*
  - (c) *Primers, Sealers, and Undercoaters: 200 g/L.*
  - (d) *Anticorrosive and Antirust Paints applied to Ferrous Metals: 250 g/L.*
  - (e) *Floor Coatings: 100/ g/L.*
- 5. Colors: As selected by owner from manufacturers full range of color selections.

## IX. Materials

### A. Interior Wood Substrate

- 1. 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primner, B28W2600 or approved equal.
- 2. 2nd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series or approved equal
- 3. 3rd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series or approved equal.

### B. Interior – Gypsum Board Substrate (Walls & Ceilings)

- 1. 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 or approved equal
- 2. 2nd Coat: S-W ProMar 200 Zero VOC Latex Egg-Shel, B202600 Series or approved equal.
- 3. 3rd Coat: S-W ProMar 200 Zero VOC Latex Egg-Shel, B202600 Series or approved equal.

### C. Steel Substrates (R-Panels)

- 1. 1st Coat: S-W Pro-Cryl Universal Acrylic Primer, B66W00310 or approved equal.
- 2. 2nd Coat: S-W Bond-Plex Waterbased Acrylic Coating, B71W00211 Series or approved equal
- 3. 3rd Coat: S-W Bond-Plex Waterbased Acrylic Coating, B71W00211, Series or approved equal

## X. Execution.

### A. Examination

1. Examine substrates, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
2. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
3. Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.

### B. Surface Preparation

1. Comply with manufacturers written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
2. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting. After completing painting operations, use workers skilled in the trades involved to reinstall items that were remove. Remove surface-applied protection if any.
3. Clean substrates of substances that could impair bond of paints, including dust, oil, grease, and incompatible paints and encapsulants.
4. Steel (R-Panels) substrates:
  - (a) *Pressure wash panels to remove dust, oil residue, grease, incompatible paints, encapsulants and chalk.*
  - (b) *Remove rust per Pro-Cryl Universal Primer recommendations.*
  - (c) *Apply test area on steel (R-Panel) in accordance with Pro-Cryl Universal Primer for previously painted areas.*

## XI. Application

### A. Apply paint and coatings according to manufacturer's written instructions and recommendations for each product.

1. Use applicators and techniques suited for coating and substrate indicated.
2. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Coat back sides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
4. Do not apply coatings over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

### B. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.

### C. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

### D. Apply coatings using methods recommended by manufacturer.

### E. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.

### F. Apply coatings at spreading rate required to achieve the manufacturer's recommended dry film thickness.

### G. Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.

## XII. Cleaning and Protection

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from coating operation.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.
  - 1. Protect finished coatings from damage until completion of project.
  - 2. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

## STEEL DOORS & FRAMES

### I. Section Includes

- A. Flush Steel doors.
- B. Steel frames.

### II. Submittals

- A. Product Data: Submit manufacturers data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- B. Certificates:
  - 1. Provide windstorm certification on exterior doors systems.

### III. Quality Assurance

- A. Manufacturer Qualifications: Steel doors and steel framing produced by a manufacturer with documented minimum 5-year experience manufacturing similar products.
- B. Installer Qualifications: Minimum 5-year experience installing similar products.
- C. Hurricane Doors: Provide door systems complying with Texas Windstorm with an affixed physical label for Inland II

### IV. Delivery, Storage and Handling

- A. Storage and Protection:
  - 1. Store materials protected from exposure to harmful environmental conditions and at temperature and humidity conditions in strict compliance with manufactures instructions and industry standards.
  - 2. Store vertically in a dry area, under a proper vented cover.
  - 3. Place on 4" high wood sills or in a manner that will prevent rust or damage. Provide 1/4" space between doors to promote air circulation.
  - 4. Do not use non-vented plastic or canvas shelters
  - 5. Should wrappers become wet, remove immediately.
  - 6. Store frames in an upright position with heads uppermost under cover. Place on 4" high wood sills to prevent rust and damage. Store assembled frames five units maximum in a stack with 2" space between frames to promote air circulation.

### V. Coordination

- A. Coordinate with door opening construction and door frame and door hardware installation.

### VI. Warranty

- A. Manufacturers Warranty: Manufacturers standard limited warranty for defects in manufacturing.

### VII. Materials

- A. Full Flush Doors (Interior Doors)
  - 1. Door Thickness: 1-3/4 inches (45 mm).
  - 2. Bevel hinge and lock door edges 1/8 inch (3 mm) in 2 inches (50 mm). Square edges on hinge and/or lock stiles are not acceptable.
  - 3. Reinforced top and bottom of doors.
- B. Hurricane Doors (Exterior Door)
  - 1. Design per 2006 Texas Revisions of the 2006 International Building Code:
    - (a) *Basic Wind speed requirements for construction*

- (1) Inland II Zone: 110 mph, 3-second gust
- (b) *Shall resist the cyclic pressures, static pressures as detailed in the Texas Department of Insurance for Inland II. (Exterior Doors)*
- (c) *Door, frame and lock shall be designed and rated as an assembly as an approved evaluated product by Texas Department of Insurance (TDI)*

(1) Doors shall bear a label indicating compliance with AAMA/WDMA/CSA101/I.2.2/A440. Shall include the name of the product, the name of the product manufacture, the design pressure rating for the door, the tested dimensions of the door and in compliance with ASTM E 330.

C. Astragals for pairs of doors: Manufacturers standard for labeled and non-labeled openings.

D. Door Bottom:

- 1. Electrometric, continuous strip, screw-attached to recessed bottom door channel for concealed installation; double sealing.

#### VIII. Finishes

- A. Chemical Treatment: Treat steel surfaces to promote paint adhesion.
- B. Factory Prime Finish: Meet requirements of ANSI A 250.10.

#### IX. Execution.

##### A. Examination

- 1. Verify that project conditions are acceptable before beginning installation of frames.
- 2. Do not begin installation until conditions have been properly prepared.
- 3. Correct unacceptable conditions before proceeding with installation.

#### X. Installation

- A. Install doors and frames in accordance with manufacturer's printed installation instructions and with Steel Door Institute's recommended erection instructions for steel frames ANSI A250.11 and NAAMM/HMMA 840.
- B. Remove temporary steel spreaders prior to installation of frames.
- C. Set frames accurately in position; plumb, align and brace until permanent anchors are set.
- D. Apply hardware in accordance with hardware manufacturers' instructions and Section 08 71 53 - Security Door Hardware.

#### XI. Adjust and Clean

- A. Adjust doors for proper operation, free from binding or other defects.
- B. Clean and restore soiled surfaces. Remove scraps and debris and leave site in a clean condition.

#### XII. Protection

- A. Protect installed products and finished surfaces from damage during construction.

## **POLISHED CONCRETE FINISHING**

### **I. Section Includes**

- A. Products and procedures for coloring and bonded abrasive polished concrete floors using multi-step wet/dry mechanical process, and accessories indicated, specified, or required to complete polishing.

### **II. Definitions**

- A. Terminology: As defined by Concrete Polishing Council (CPC) glossary.
- B. Polished Concrete: The act of changing a concrete floor surface, with or without surface exposure of aggregate, to achieve a specified level of appearance.
- C. Bonded Abrasive Polished Concrete: The multi-step operation of mechanically grinding, honing, and polishing a concrete floor surface with bonded abrasives to cut a concrete floor surface and to refine each cut to the maximum potential to achieve a specified level of appearance as defined by the CPC.

### **III. Submittals**

- A. Product Data: Manufacturer's technical literature for each product indicated, specified, or required. Include manufacturer's technical data, application instructions, and recommendations.
- B. Maintenance Data:
  - 1. Include instructions for maintenance of installed work, including methods and frequency recommended for maintaining optimum condition under anticipated use.
  - 2. Include precautions against cleaning products and methods which may be detrimental to finished and performance.

### **IV. Quality Assurance**

- A. Polisher Qualifications: Company that has successfully completed five projects similar in design, products, and extent to scope of this Project; with a record of successful in-service performance; and with sufficient production capability, facilities, and personnel to produce specified work.
- B. Manufacturer Qualification: Approved by manufacturer to apply liquid applied products.

### **V. Project Conditions**

- A. Damage and Stain Prevention: Prevent damage and staining of concrete surfaces to be polished.
  - 1. Protect from petroleum, oil, hydraulic fluid, or other liquid dripping from equipment working over surfaces.
  - 2. Protect from acids or acidic detergents on slab.
  - 3. Protect from painting activities over concrete surfaces.
- B. Environmental Limitations: Comply with manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting liquid applied product application.

### **VI. Sequencing**

- A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

### **VII. Products**

- A. Liquid Densifier: An aqueous solution of silicon dioxide dissolved in one of the following hydroxides that penetrates into the concrete surface and reacts with the calcium hydroxide to provide a permanent chemical reaction that hardens and densifies the wear of the surface of the cementitious portion of the concrete.
  - 1. Sodium Silicate
  - 2. Potassium Silicate
  - 3. Lithium Silicate



4. Alkali solution of Colloidal Silicates or Silica

B. Dye: Non-film forming soluble colorant dissolved in a carrier designed to penetrate and alter coloration of a concrete floor surface without a chemical reaction.

VIII. Accessories

A. Repair Material: A product is designed to repair cracks and surface imperfections. The specified material must have sufficient bonding capabilities to adhere after the polishing to the concrete surface and provide abrasion resistance equal to or greater than the surrounding concrete substrate.

B. Grout Material: A thin mortar used for filling spaces. Acceptable products shall be:

1. Epoxy, urethane, polyurea, or polyaspartic resins.
2. Latex or acrylic binders mixed with cement dust from previous grinding steps.
3. Silicate binders mixed with cement dust from previous grinding steps.

IX. Execution

A. Examination

1. Acceptance of Surfaces and Conditions: Examine substrates to be polished for compliance with requirements and other conditions affecting performance. Proceed only when unsatisfactory conditions have been corrected in a manner complying with the Contract Documents.

B. Preparation

1. Cleaning Concrete Surfaces: Prepare and clean concrete surfaces. Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grime, oil, paint splatter, glue, and wax.

C. Coloring Concrete Floors

1. Dye Application: Follow manufacturer's recommendations.

D. Polishing Concrete Floors

1. Perform all polishing procedures to ensure a consistent visual appearance from wall to wall.
2. Initial Grinding:
  - (a) *Use grinding equipment with metal or semi-metal bonded tooling.*
  - (b) *Begin grinding in one direction using sufficient size equipment and diamond tooling to meet specified aggregate exposure class.*
  - (c) *Make sequential passes with each pass perpendicular to previous pass using finer grit tool with each pass, up to 100 grit metal bonded tooling.*
  - (d) *Achieve maximum refinement with each pass before proceeding to finer grit tools.*
3. Clean floor thoroughly after each pass using dust extraction equipment properly fitted with squeegee attachment or walk behind auto scrubber suitable to remove all visible loose debris and dust. Liquid Densifier Application: Apply undiluted to point of rejection, remove excess liquid, and allow curing according to manufacturer's instructions.
4. Grout Grinding:
  - (a) *Use grinding equipment and appropriate grit and bond diamond tooling. Apply grout, forced into the pore structure of the concrete substrate, to fill surface imperfections.*
  - (b) *Clean floor thoroughly after each pass using dust extraction equipment properly fitted with squeegee attachment or walk behind auto scrubber suitable to remove all visible debris and dust.*
5. Honing:
  - (a) *Use grinding equipment with hybrid or resin bonded tooling.*

*(b) Hone concrete in one direction starting with 100 grit tooling and make as many sequential passes as required to remove scratches, each pass perpendicular to previous pass, up to 400 grit tooling reaching maximum refinement with each pass before proceeding to finer grit tooling.*

*(c) Clean floor thoroughly after each pass using dust extraction equipment properly fitted with squeegee attachment or walk behind auto scrubber suitable to remove all visible loose debris and dust.*

6. Aggregate Exposure Class A – Cement Fines: Surface exposure of 85 to 95% cement fines and 5 to 15% fine aggregate based on visual observation of the overall area of the polished floor.

7. Appearance Level 2 – Satin (Honed):

*(a) Procedure: Recommended not less than 4 step process with full refinement of each diamond tool with one application of densifier.*

*(b) Measurement: Determine the Image Clarity Value %, and the Haze Index:*

*(i) Image Clarity Value, %: An average value of 10 to 39 measured in accordance with ASTM D5767 prior to the application of sealers.*

*(ii) Haze Index: An average value less than 10 measured in accordance with ASTM D4039 prior to the application of sealers.*

*(iii) The minimum number of test distributed across the polished surface should be three, for areas up to 1000 ft<sup>2</sup> and one additional test for each 1000 ft<sup>2</sup> squared or fraction thereof. This applies to both the Image Clarity Value and Haze Index.*

#### E. Protection

1. Protect installed products until completion of project.

## ALTERNATES

### I. Section Includes

- A. Administrative and procedural requirements for alternates

### II. Definitions

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

### III. Procedures

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, each party involved shall be notified in writing the status of each alternate, in particular whether alternates have been accepted, rejected, or deferred for later consideration. Notification shall include a complete description of negotiated revisions to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A schedule of alternates is included at the end of this section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

### IV. Execution

A. Schedule of Alternates:

1. Alternate No. 1: Exterior Metal Wall Panels.
  - (a) *Base Bid: No work done to exterior metal wall panels.*
  - (b) *Alternate Bid: Clean and paint exterior metal panels per specifications.*
2. Alternate No. 2: Exterior Metal Roof Panels.
  - (a) *Base Bid: No work done to roof panels and screws*
  - (b) *Alternate Bid: Repair and replace roof panels and screws per Faust Engineering Roof Report.*
3. Alternate No. 3: Gutters & Downspouts.
  - (a) *Base Bid: No work done to gutters and down spouts*
  - (b) *Alternate Bid: Remove and dispose of existing gutters and downspouts and install new gutter and downspouts on all four sides of the building and along the front of the shed roofs. Contractor shall field verify building dimensions.*
4. Alternate No. 4: Window.
  - (a) *Base Bid: No work done on windows.*
  - (b) *Alternate Bid: Install new 4'-0" x 4'-0" window per plans. Window shall be impact resistant and shall meet windstorm requirements. Contractor shall coordinate with a Windstorm Engineer and provide a windstorm certificate.*
5. Alternate No. 5: Closed Cell Insulation.
  - (a) *Base Bid: R-13 batt insulation installed in exterior walls*

- (b) Alternate Bid: Closed cell plastic foam installed 2" thick minimum per manufacturer's instructions and recommendations.*
6. Alternate No. 6: Vertical Panel Fiber Cement Board.
- (a) Base Bid: Installation of 5/8" gypsum board tape, floated and textured per specifications.*
- (b) Alternate Bid A: Installation of 48" x 96" x 5/16" thick James Hardi Vertical Panel (or equal) installed per manufactures instructions and recommendations.*
- (1) Texture: Sierra 8*
- (a) Apply 2 coats of paint (color selected by owner)*
- (c) Alternate Bid B: Installation of 48" x 96" x 5/16" thick James Hardi Vertical Panel (or equal) installed per manufactures instructions and recommendations.*
- (1) Texture: Stucco – Color Plus*
- (a) Panels are pre-painted (color selected by owner)*
7. Alternate No. 7: Cleaning of Air Handler Unit and Ducts.
- (a) Base Bid: Inspection of existing air handler unit and ducts for damage, mold and compatibility with new outside air conditioning unit.*
- (b) Alternate Bid: Clean existing air handler unit and duct as indicated on construction documents*
8. Alternate No. 8: Removal and Replacement of Air Handler Unit, Ducts and Heater.
- (a) Base Bid: Inspection of existing air handler unit, duct and heater for damage, mold and compatibility with new outside air conditioning unit.*
- (b) Alternate Bid: Installation of new air handler unit, ducts and heater to be installed per manufacturers instructions and recommendations.*
9. Alternate No. 9: Removal and installation of new Air Conditioning Unit & installation of new metal platform.
- (a) Base Bid: Removal and installation of new 3-Ton Air Conditioning Unit placed on 4" concrete pad.*
- (b) Alternate Bid: Removal and installation of new 3-Ton Air Conditioning Unit and installation of new metal platform. Installed at 7' above finish floor elevation.*
10. Alternate No. 10: New dedicated circuit and installation of new tankless water heater in new location.
- (a) Base Bid: New dedicated circuit and installation of a new 40-gallon water heater in new location.*
- (b) Alternate Bid: New dedicated circuit and installation of a new tankless water heater mounted at 48" to operable controls in a new location.*
11. Alternate No. 11: Removal of existing electrical panel and installation of new electrical panel.
- (a) Base Bid: No changes to electrical panel*
- (b) Alternate Bid A: Removal of electrical panel and installation of a new electrical panel relocated above the office in the loft. Install new wiring for all existing circuits that will become too short.*
- (b) Alternate Bid B: Removal of electrical panel and installation of a new electrical panel relocated above the office in the loft. Install junction boxes for all existing circuits that will become too short.*
12. Alternate No. 12: Removal and installation of new convenience outlets and light switches
- (a) Base Bid: Relocate convenience outlets and light switches that are located on walls that are to be removed and/or relocated.*
- (b) Alternate Bid A: Remove existing convenience outlets and light switches and replace with new convenience outlets and light switches. Install new convenience outlets and light switches on new or relocated walls as needed.*

*(c) Alternate Bid B: Remove existing convenience outlets and light switches and replace with new convenience outlets and light switches. Install new convenience outlets and light switches on new or relocated walls as needed. Install all convenience outlets and light switches at 48" above finish floor elevation except for those above counters which shall be placed at 42" above finish floor elevation.*

## Bidder Information Form

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

**Bid Name & Number:** Hurricane Harvey Repairs and Restoration of Highway 124 Stock Yard Office and Equipment Shed, IFB 18-060/YS

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

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

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

|  |       |     |   |     |
|--|-------|-----|---|-----|
| _____                                  |       |     | For clarification of this offer, contact: |     |
| Company Name                           |       |     |   |     |
| _____                                  |       |     | _____                                     |     |
| Address                                |       |     | Name                                      |     |
| _____                                  |       |     | _____                                     |     |
| City                                   | State | Zip | Phone                                     | Fax |
| _____                                  |       |     | _____                                     |     |
| Signature of Person Authorized to Sign |       |     | E-mail                                    |     |
| _____                                  |       |     | _____                                     |     |
| Printed Name                           |       |     |   |     |
| _____                                  |       |     |   |     |
| Title                                  |       |     |   |     |

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

## Acceptance of Offer

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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. 18-060/YS, Hurricane Harvey Repairs and Restoration of Highway 124 Stock Yard Office and Equipment Shed. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

### Countersigned:

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Jeff R. Branick  
County Judge

---

Date

### Attest:

---

Carolyn L. Guidry  
County Clerk

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



## Bid Form

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### Jefferson County Road and Bridge, Precinct #3 Stock Yard Renovations

The undersigned bidder declares and represents that he/she; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in workmanlike manner, all work services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents.

**Total Base Bid:** For all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternates:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description. State whether alternate is an add or deduct.

**Alternate No. 1** (As Described in Specifications) for the Lump sum of: \$ \_\_\_\_\_

**Alternate No. 2** (As Described in Specifications) for the Lump sum of :\$ \_\_\_\_\_

**Alternate No. 3** (As Described in Specifications) for the Lump sum of: \$ \_\_\_\_\_

**Alternate No. 4** (As Described in Specifications) for the Lump sum of: \$ \_\_\_\_\_

**Alternate No. 5** (As Described in Specifications) for the Lump sum of: \$ \_\_\_\_\_

**Alternate No. 6** (As Described in Specifications) for the Lump sum of: \$ \_\_\_\_\_

**Alternate No. 7** (As Described in Specifications) for the Lump sum of: \$ \_\_\_\_\_

**Alternate No. 8** (As Described in Specifications) for the Lump sum of: \$ \_\_\_\_\_

**Alternate No. 9** (As Described in Specifications) for the Lump sum of: \$ \_\_\_\_\_

**Alternate No. 10** (As Described in Specifications) for the Lump sum of: \$ \_\_\_\_\_

**Alternate No. 11 A** (As Described in Specifications) for the Lump sum of: \$ \_\_\_\_\_

**Alternate No. 11 B** (As Described in Specifications) for the Lump sum of: \$ \_\_\_\_\_

## Bid Form (continued)

**Alternate No. 12 A** (As Described in Specifications) for the Lump sum of: \$ \_\_\_\_\_

**Alternate No. 12 B** (As Described in Specifications) for the Lump sum of: \$ \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_

Name of Authorized Signatory of Bidder: \_\_\_\_\_

Title of Authorized Signatory of Bidder: \_\_\_\_\_

Signature of Authorized Signatory of Bidder: \_\_\_\_\_

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

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

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

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

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

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

## Vendor References

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

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

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

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

## Signature Page

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

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

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

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

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

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

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

## Conflict of Interest Questionnaire

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor doing business with local governmental entity</b>   |  | <b>FORM CIQ</b> |
|--|--|-----------------|
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>   | <div style="border: 1px solid black; padding: 2px; text-align: center;"><b>OFFICE USE ONLY</b></div> <div style="border: 1px solid black; height: 150px; margin-top: 5px;"> <div style="position: absolute; top: 5px; left: 5px;">Date Received</div> </div> |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>1 Name of vendor who has a business relationship with local governmental entity.</b> </div>  |  |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</b><br/><br/>                     (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)                 </div>   |  |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>3 Name of local government officer about whom the information in this section is being disclosed.</b><br/><br/> <div style="text-align: center; margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 300px; margin: 0 auto;"></div>                     Name of Officer                 </div> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes                         <input type="checkbox"/> No                     </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes                         <input type="checkbox"/> No                     </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes                         <input type="checkbox"/> No                     </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div> |  |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>4</b> </div>   |  |                 |
| <div style="border-top: 1px solid black; margin-top: 20px;"> <div style="display: flex; justify-content: space-between;"> <span>Signature of vendor doing business with the governmental entity</span> <span>Date</span> </div> </div>   |  |                 |

Adopted 8/7/2015

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

# Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

| <b>LOCAL GOVERNMENT OFFICER<br/>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><small>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.</small></p>  |  | <b>OFFICE USE ONLY</b>   |
| 1   | <b>Name of Local Government Officer</b>  | <div style="border: 1px solid black; height: 100px; width: 100%;"></div> |
| 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).</b> |  |
| <div style="margin-bottom: 10px;"> Date Gift Accepted _____ Description of Gift _____ </div> <div style="margin-bottom: 10px;"> Date Gift Accepted _____ Description of Gift _____ </div> <div style="margin-bottom: 10px;"> Date Gift Accepted _____ Description of Gift _____ </div> <p style="text-align: center;">(attach additional forms as necessary)</p>  |  |  |
| 6   | <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> <div style="text-align: right; margin-top: 20px;"> _____<br/> Signature of Local Government Officer </div> <p style="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> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____<br/>Signature of officer administering oath</div> <div>_____<br/>Printed name of officer administering oath</div> <div>_____<br/>Title of officer administering oath</div> </div> |  |  |

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

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

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

☐ Yes ☐ No

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

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

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

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

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

---

Printed Name of Authorized Representative

---

Signature

---

Title

---

Date

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

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

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

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

☐ Yes ☐ No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

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

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



# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

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

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

☐ Yes ☐ No

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

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

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

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

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

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

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

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

## FOR HUB OFFICE USE ONLY:

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

## PART I. HUB SUBCONTRACTOR DISCLOSURE

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

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

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

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

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

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

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

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

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

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

## HUB SUBCONTRACTOR DISCLOSURE

### PART I: Continuation Sheet

(Duplicate as Needed)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PAGE 3 OF 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PAGE 4 OF 4

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

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

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

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

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

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

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

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

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

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

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

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

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

Name (print or type): \_\_\_\_\_

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

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

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

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

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

Name (print or type): \_\_\_\_\_

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

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

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

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

## Residence Certification/Tax Form

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

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

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

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

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

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

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

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

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

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

## Bid Affidavit

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

on this day personally appeared \_\_\_\_\_, who  
(name)

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

"I, \_\_\_\_\_ am a duly authorized officer of/agent  
(name)

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

foregoing on behalf of the said \_\_\_\_\_.  
(name of firm)

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

Name and address of bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

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

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

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