

**Regular, 11/14/2023 10:30:00 AM**

BE IT REMEMBERED that on November 14, 2023, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4  
(ABSENT)

Absent

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

*Notice of Meeting and Agenda  
November 14, 2023*

Jeff R. Branick, County Judge  
Vernon Pierce, Commissioner, Precinct One  
Cary Erickson, Commissioner, Precinct Two  
Michael S. Sinegal, Commissioner, Precinct Three  
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
November 14, 2023**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **14th** day of **November 2023** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

**NOTICE: Commissioner Pierce may attend and participate in this Commissioners Court Meeting via videoconference. A quorum of members of Commissioners Court and the presiding officer will be physically present for this meeting in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas. Commissioner Pierce shall be considered present for this meeting but shall be considered absent from any portion of the meeting during which audio or video communication with him is lost or disconnected. Commissioners Court will continue the meeting while Commissioner Pierce is absent.**

**Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting.**



*Notice of Meeting and Agenda*  
*November 14, 2023*

**The following options are available:**

**View live with audio from the County Webpage:  
[https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm)**

**Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.**

**Please be mindful that the audio portion of this meeting will be of better quality from the website.**

**INVOCATION: Vernon Pierce, Commissioner, Precinct One**

**PLEDGE OF ALLEGIANCE: Cary Erickson, Commissioner, Precinct Two**

## **PURCHASING:**

- (a). Consider and approve a bid due date extension for Invitation for Bid (IFB 23-065/MR) Term Contract for Mowing for Jefferson County from November 15, 2023 at 11:00 am to December 6, 2023 at 11:00 am.

NO ATTACHMENTS

**Motion by: Pierce**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal**

**Action: APPROVED**

- (b). Receive and file bids for Invitation for Bid (IFB 23-048/MR) Term Contract for Road Building Materials for Jefferson County.

SEE ATTACHMENTS ON PAGES 13 - 423

**Motion by: Pierce**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal**

**Action: APPROVED**

- (c). Receive and file contract for Request for Proposal (RFP 23-045/MR) Re-Bid Jefferson County Entertainment Complex Naming Rights with Doggett Company, LLC.

SEE ATTACHMENTS ON PAGES 424 - 441

**Motion by: Pierce**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal**

**Action: APPROVED**

- (d). Consider and approve award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 23-048/MR) Term Contract for Road Building Materials for Jefferson County with Martin Marietta Materials LLC, Modern Concrete & Materials LLC, Texas Materials a CRH Company, Vulcan Construction Materials LLC, and Waller County Asphalt Inc. with pricing as shown in Tabulation.

SEE ATTACHMENTS ON PAGES 442 - 493

**Motion by: Pierce**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal**

**Action: APPROVED**

*Notice of Meeting and Agenda  
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- (e). Consider and approve award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 23-055/MR) Term Contract for Morgue Transport Services for Jefferson County with Proctor's Mortuary Transport with pricing as shown in Tabulation.

SEE ATTACHMENTS ON PAGES 494 - 496

**Motion by: Pierce**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal**

**Action: APPROVED**

- (f). Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Proposal (RFP 23-063/MR) Lease of the Jefferson County Downtown Jail.

NO ATTACHMENTS

**Motion by: Pierce**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal**

**Action: APPROVED**

- (g). Consider and approve, execute, receive and file renewal for (IFB 19-056/YS) Term contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County for a fourth and final one (1) year renewal with Gulf Coast, a CRH Company from November 14, 2023 to November 13, 2024 with price increases due to manufacturer costs as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 497 - 500

**Motion by: Pierce**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal**

**Action: APPROVED**

- (h). Consider and approve, execute receive and file a purchase agreement for the purchase of ten (10) burial spaces with Claybar Haven of Rest Cemetery. The purchase price is \$305.00 each for a total of \$3,050.00.

SEE ATTACHMENTS ON PAGES 501 - 502

**Motion by: Pierce**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal**

**Action: APPROVED**

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- (i). Consider and approve Supplemental No. 1 (Change Order) for Contract Amendment No. 7 for Master Services Agreement for Professional Services with Garver, LLC. for On-Site Resident Project Representative (RPR) Services for the Rehabilitation and Realignment of Taxiway A at the Jack Brooks Regional Airport for an increase of \$118,00.00 to extend RPR services through December 2023 due to construction completion being overdue; bringing this contract amendment total from \$256,000.00 up to \$374,000.00; in accordance with (RFQ 16-013/JW), Professional Engineering Services for the Jack Brooks Regional Airport. Liquidated damages to be collected from the project's Contractor, Brizo Construction, LLC. will be utilized to fully cover the cost of these additional RPR services. This project is pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project is 90% funded by Airport Improvement Program (AIP) Grants 39 and Grant 40.

SEE ATTACHMENTS ON PAGES 503 - 505

**Motion by: Pierce**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal**

**Action: APPROVED**

- (j). Consider and approve a discretionary exemption as authorized by Local Government Code §262.024(2)(7)(A) for items that can be obtained from only one source, for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies, for the purchase of CocoBear Adulticide from Clarke Mosquito Control Products Inc., for the Jefferson County Mosquito Control District in the amount of \$79,530.00.

SEE ATTACHMENTS ON PAGES 506 - 527

**Motion by: Pierce**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal**

**Action: APPROVED**

- (k). Consider and approve, execute, receive and file an auction of surplus property as authorized by Local Government Code §263.152(a) (1) by Horn's Auction, Inc. The auction is scheduled for Saturday, December 2, 2023 at 9:00 am.

SEE ATTACHMENTS ON PAGES 528 - 529

*Notice of Meeting and Agenda  
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**Motion by: Pierce**  
**Second by: Erickson**  
**In Favor: Branick, Pierce, Erickson, Sinegal**  
**Action: APPROVED**

- (l). Consider and approve disposal of surrendered license plates to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County pursuant to Registration and Title Bulletin (RTB) #025-12.

SEE ATTACHMENTS ON PAGES 530 - 532

**Motion by: Pierce**  
**Second by: Erickson**  
**In Favor: Branick, Pierce, Erickson, Sinegal**  
**Action: APPROVED**

**COUNTY AUDITOR:**

- (a). Consider and approve electronic disbursement for \$14,935,745.67 to State Comptroller for Intergovernmental Governmental Transfer for Jefferson County (LPPF) Local Provider Participation Fund for the Comprehensive Hospital Increase Reimbursement Program.

NO ATTACHMENTS

**Motion by: Sinegal**  
**Second by: Erickson**  
**In Favor: Branick, Pierce, Erickson, Sinegal**  
**Action: APPROVED**

- (b). Consider and approve electronic disbursement for \$624.82 to Texas Department of Criminal Justice for November insurance reimbursement.

NO ATTACHMENTS

**Motion by: Sinegal**  
**Second by: Erickson**  
**In Favor: Branick, Pierce, Erickson, Sinegal**  
**Action: APPROVED**

- (c). Consider and approve subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with the HOW Center, Inc.

SEE ATTACHMENTS ON PAGES 533 - 542

*Notice of Meeting and Agenda  
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**Motion by: Sinegal**  
**Second by: Erickson**  
**In Favor: Branick, Pierce, Erickson, Sinegal**  
**Action: APPROVED**

- (d).Regular County Bills – check #511647 through check #511851 (11/07/23) and check #511852 through check #0512096 (11/14/23).

SEE ATTACHMENTS ON PAGES 543 - 560

**Motion by: Sinegal**  
**Second by: Erickson**  
**In Favor: Branick, Pierce, Erickson, Sinegal**  
**Action: APPROVED**

**COUNTY COMMISSIONERS:**

- (a).Receive and file executed Clinical Facility Affiliation Agreement between Jefferson County and Texas A&M University-Corpus Christi.

SEE ATTACHMENTS ON PAGES 561 - 573

**Motion by: Pierce**  
**Second by: Sinegal**  
**In Favor: Branick, Pierce, Erickson, Sinegal**  
**Action: APPROVED**

- (b).Receive and file executed Interlocal Agreement between Jefferson County and the city of Port Arthur regarding maintenance of the north and south levees roads on Pleasure Road.

SEE ATTACHMENTS ON PAGES 574 - 582

**Motion by: Pierce**  
**Second by: Sinegal**  
**In Favor: Branick, Pierce, Erickson, Sinegal**  
**Action: APPROVED**

- (c).Consider, possibly approve and authorize the County Judge to execute the Agreement Between Jefferson County Commissioners Court and Lamar University for the period of September 1, 2023 to August 31, 2024 ( on behalf of the Lamar University Media Alliance-LUMA) for SETCAST of Commissioners Court meetings.

SEE ATTACHMENTS ON PAGES 583 - 584

**Motion by: Pierce**  
**Second by: Sinegal**  
**In Favor: Branick, Pierce, Erickson, Sinegal**  
**Action: APPROVED**

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- (f).Conduct a Public Hearing regarding consideration of a tax abatement between Jefferson County and Cormorant Clean Energy LLC pursuant to Sec. 312.401 et seq., Texas Tax Code.

NO ATTACHMENTS

**Motion by: Pierce**  
**Second by: Sinegal**  
**In Favor: Branick, Pierce, Erickson, Sinegal**  
**Action: APPROVED**

- (g).Consider, possibly approve and authorize the County Judge to execute a Property Tax Agreement between Jefferson County and Cormorant Clean Energy LLC for a new facility to be constructed within the Cormorant Clean Energy Reinvestment Zone pursuant to Sec.312.40t et seq., Texas Property Tax Code.

SEE ATTACHMENTS ON PAGES 585 - 605

**Motion by: Sinegal**  
**Second by: Erickson**  
**In Favor: Branick, Pierce, Erickson, Sinegal**  
**Action: APPROVED**

- (i).Consider and possibly approve an Order to Extend the Burn Ban which was entered on November 6, 2023, pursuant to Sec. 352.081, Texas Local Government Code.

SEE ATTACHMENTS ON PAGES 606 - 607

**Action: NONE**

- (h).Receive and file burn ban dated 10-31-2023

SEE ATTACHMENTS ON PAGES 608 - 608

**Motion by: Pierce**  
**Second by: Sinegal**  
**In Favor: Branick, Pierce, Erickson, Sinegal**  
**Action: APPROVED**

- (d).Conduct a Public Hearing regarding approving a Reinvestment Zone for Cormorant Clean Energy, LLC pursuant to Sec 312.401 et seq, Texas Tax Code.

NO ATTACHMENTS

*Notice of Meeting and Agenda  
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**Motion by: Erickson**  
**Second by: Pierce**  
**In Favor: Branick, Pierce, Erickson, Sinegal**  
**Action: APPROVED**

- (e). Consider, possibly approve, receive and file an order to establish the Clean Energy, LLC Reinvestment Zone pursuant to Sec 312.401 et seq, Texas Tax Code.

SEE ATTACHMENTS ON PAGES 609 - 610

**Motion by: Pierce**  
**Second by: Erickson**  
**In Favor: Branick, Pierce, Erickson, Sinegal**  
**Action: APPROVED**

- (j). Consider possibly approve and authorize the County Judge to execute Amendment #4 to the Interlocal Cooperation Contract between Jefferson County and Spindletop Center.

SEE ATTACHMENTS ON PAGES 611 - 633

**Motion by: Pierce**  
**Second by: Sinegal**  
**In Favor: Branick, Pierce, Erickson, Sinegal**  
**Action: APPROVED**

**ENGINEERING DEPARTMENT:**

- (a). Consider and possibly approve McFarland Survey Hargraves Addition No. 1 a Minor Plat of a 9.92 Acre Tract Vol. 1936 Pg. 413, OPRJCT into Tract No. 1 and Tract No. 2, part of the T.S. McFarland Survey, Abstract No. 38, Jefferson County Texas. Property is located off of Interstate Highway 10 in Precinct #2. This plat is not within any ETJ and has met all of Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 634 - 634

**Motion by: Erickson**  
**Second by: Pierce**  
**In Favor: Branick, Pierce, Erickson, Sinegal**  
**Action: APPROVED**

**OTHER BUSINESS:**



*Notice of Meeting and Agenda*  
*November 14, 2023*

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

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

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

*Notice of Meeting and Agenda*  
*November 14, 2023*

**Regular, November 14, 2023**

There being no further business to come before the Court at this time, same is now here adjourned on this date, November 14, 2023.



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

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

OFFICE MAIN: (409) 835-8593  
 FAX: (409) 835-8456

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

September 5, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-048/MR) **Term Contract for Road Building Materials for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

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

**BID NAME:** Term Contract for Road Building Materials for Jefferson County  
**BID NUMBER:** IFB 23-048/MR  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, October 18, 2023  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) 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 least seven (7) days prior to the bid due date at 409-835-8593.

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

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

|                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------|
| <p><b>PUBLISH:</b><br/> <b>Beaumont Enterprise:</b><br/>         September 6, 2023 &amp; September 13, 2023</p> |
|-----------------------------------------------------------------------------------------------------------------|

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**BID SUBMISSIONS:**

**One (1) Original and five (5) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

**Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>**

**Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.**



## **SECTION 1: 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 BID PRIOR TO 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 BID AFTER 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 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 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 office working hours of 8:00 am CT to 4:00 pm CT, 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 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

#### 4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

**The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.**

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

**All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.**

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

#### 4.8 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.

#### 4.9 WARRANTY.

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



in material, workmanship and title.

**4.10 UNIFORM COMMERCIAL CODE.**

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

**4.11 VENUE.**

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

**4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.**

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

**4.13 SILENCE OF SPECIFICATIONS.**

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

**5. 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.

**6. 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.

**7. 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 non-conformity 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.

**8. 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.

**9. 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.

**10. 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.

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

**12. 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.

**13. 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.



**14. 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.

**15. 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.

**16. CURRENCY.**

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

**17. 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.

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

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

**19. 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.

**20. DEFINITIONS.**

"County" – Jefferson County, Texas.

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

**21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.**

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS  
REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. \*Language as of August 31, 2022.

| THRESHOLD                                                   | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | CITATION                                             |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| <p>&gt;\$250,000<br/>(Simplified Acquisition Threshold)</p> | <p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <a href="#">41 U.S.C. 1908</a>, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>2 CFR 200 APPENDIX II (A)</p>                     |
| <p>&gt;\$10,000</p>                                         | <p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>2 CFR 200 APPENDIX II (B)</p>                     |
| <p>None</p>                                                 | <p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of “federally assisted construction contract” in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<a href="#">30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.</a>, p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <a href="#">41 CFR part 60</a>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to</p> | <p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p> |



post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  |
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|                    | <p>such provisions will be binding upon each subcontractor or vendor. The 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:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p> |                                  |
| <p>&gt;\$2,000</p> | <p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<a href="#">40 U.S.C.</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>2 CFR 200 APPENDIX II (D)</p> |



|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                               |
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|            | <a href="#">3145</a> ), as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 3</a> , "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 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                               |
| >\$100,000 | Contract Work Hours and Safety Standards Act ( <a href="#">40 U.S.C. 3701-3708</a> ). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a> , as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 5</a> ). Under <a href="#">40 U.S.C. 3702</a> of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <a href="#">40 U.S.C. 3704</a> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. | 2 CFR 200 APPENDIX II (E)                     |
| None       | Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <a href="#">37 CFR § 401.2 (a)</a> and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of <a href="#">37 CFR Part 401</a> , "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2 CFR 200 APPENDIX II (F)                     |
| >\$150,000 | Clean Air Act ( <a href="#">42 U.S.C. 7401-7671g</a> .) and the Federal Water Pollution Control Act ( <a href="#">33 U.S.C. 1251-1387</a> ), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( <a href="#">42 U.S.C. 7401-7671g</a> ) and the Federal Water Pollution Control Act as amended ( <a href="#">33 U.S.C. 1251-1387</a> ). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 2 CFR 200 APPENDIX II (G)                     |
| >\$25,000  | Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a> ) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <a href="#">2 CFR 180</a> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 2 CFR 200 APPENDIX II (H)                     |
| >\$100,000 | Byrd Anti-Lobbying Amendment ( <a href="#">31 U.S.C. 1352</a> ) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2 CFR 200 APPENDIX II (I) and 24 CFR §570.303 |



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|            | connection with obtaining any Federal contract, grant or any other award covered by <a href="#">31 U.S.C. 1352</a> . 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                           |
|            | <i>See 2 CFR §200.323.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 2 CFR 200 APPENDIX II (J) |
|            | <i>See 2 CFR §200.216.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 2 CFR 200 APPENDIX II (K) |
|            | <i>See 2 CFR §200.322.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 2 CFR 200 APPENDIX II (L) |
| >\$10,000  | A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <a href="#">40 CFR part 247</a> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2 CFR 200.323             |
| >\$100,000 | <p><i>§135.38 Section 3 clause</i><br/> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> |                           |

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|             | <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                      |
| <p>None</p> | <p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</li> </ul> <ul style="list-style-type: none"> <li>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</li> </ul> | <p>2 CFR 200.216</p> |
|             | <ul style="list-style-type: none"> <li>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</li> <li>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                      |



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|      | <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |
| None | <p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>                                                                                                                | 2 CFR 200.322(a)(b)(1)<br>(2) |
| None | <p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2 CFR 200.112                 |
| None | <p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p> | 2 CFR 200.336                 |
| None | <p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2 CFR 200.321                 |

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|      | <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using 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; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                |
| None | <p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p> | 2 CFR 200.334                  |
| None | <p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252,</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Texas Government Code 2252.152 |



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|                                                                     | Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.                                                                                                                                                                                           |                                                            |
| >\$100,000                                                          | <p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p> | Texas Government Code 2271.002                             |
| Option Contract Language for contracts awarded prior to Grant Award | The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Optional                                                   |
|                                                                     | Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 42 U.S.C. 6201                                             |
|                                                                     | The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Section 504 of the Rehabilitation Act of 1973, as amended. |

**BYRD ANTI-LOBBYING CERTIFICATION**

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Texas Materials, a CRH Company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Johnathan Murphy

Name and Title of Contractor's Authorized Official

October 18, 2023

Date

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

## DEBARMENT/SUSPENSION CERTIFICATION

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Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor Texas Materials, a CRH Company certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

Johnathan Murphy, Operations Manager  
Name and Title of Contractor's Authorized Official

October 18, 2023  
Date

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**



## CIVIL RIGHTS COMPLIANCE PROVISIONS

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### 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

### CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Johnathan Murphy, Operations Manager  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
October 18, 2023  
Date

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**



### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

---

The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

##### **Bidder is Responsible for Submitting:**

**One (1) Original and five (5) Bid Copies; with all copies to include a Completed Copy of this specifications packet in its entirety.**

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

**Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.**

##### **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

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

**All submissions must be received by 11:00 am CT, Wednesday, October 18, 2023.**

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.

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

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

**COURTHOUSE SECURITY:** All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

**COUNTY HOLIDAYS (2023):**

|                  |                     |                             |
|------------------|---------------------|-----------------------------|
| January 16       | (Monday)            | Martin Luther King, Jr. Day |
| February 20      | (Monday)            | President's Day             |
| April 7          | (Friday)            | Good Friday                 |
| May 29           | (Monday)            | Memorial Day                |
| July 4           | (Tuesday)           | Independence Day            |
| September 4      | (Monday)            | Labor Day                   |
| November 10      | (Friday)            | Veteran's Day               |
| November 23 & 24 | (Thursday & Friday) | Thanksgiving                |
| December 25 & 26 | (Monday & Tuesday)  | Christmas                   |
| January 1, 2024  | (Monday)            | New Year's                  |

**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 IFB 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 Statements of Qualifications 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.

**2. PRE-BID MEETING AND WALK-THROUGH.**

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

**3. QUESTIONS/DEADLINE FOR QUESTIONS.**

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, October 6, 2023.

**4. VENDOR REGISTRATION (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>

**In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.**

**However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.**

**BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.**

The screenshot shows the SAM.gov Entity Workspace interface. The browser address bar displays the URL `sam.gov/workspace/em/entities/non-federal/statusCode=1`. The page header includes the SAM.GOV logo and navigation links for Requests, Notifications, Workspace, and Sign Out. Below the header, there are links for Home, Search, Data Bank, Data Services, and Help. The main content area is titled "Entity Workspace" and features a search bar with the placeholder text "Enter an entry ID, name, or keyword". To the right of the search bar are "Get Started" and "Actions" buttons. On the left side, there is a sidebar with sections for "Show Workspace For Non-Federal Entities" (including Non-Federal Entities, BioPreferred Reporting, and Service Contract Reporting) and "Filter By" (including Keyword, Entity, Status, and checkboxes for Work in Progress Registration, Submitted Registration, and Active Registration). The main content area displays a table with one entry: "TEXAS MATERIALS GROUP INC" with an "Active Registration" status. The table columns include Unique Entity ID (FRHFSQYTF6X7), Doing Business As (TEXAS MATERIALS), Purpose of Registrations (All Awards), and Expiration Date (Jul 11, 2024). Below the table, the CAGE/NCAGE (3VJWS) and Physical Address (1320 ARROW POINT DR, STE 600, CEDAR PARK, TX 78613-2189 USA) are listed. The Windows taskbar at the bottom shows the search bar, taskbar icons, and system tray with a heat advisory warning and the time 8:53 AM on 7/14/2022.



## 5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

### 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 with bid submission.

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)

A sample of a completed FORM 1295 is included on **PAGE 28**.

#### FORM 1295 Implementation Background:

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.”

**Question:** Will the date of birth and address provided appear on the TEC’s website when the form is filed?

**Answer:** No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at \*10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

#### **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 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

**SAMPLE COMPLETED FORM 1295**

**VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

|                                                                                                                                                                                              |                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Complete Nos. 1 - 4 and 6 if there are interested parties.<br>Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.                                                            | <b>OFFICE USE ONLY</b>                                                                           |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business.<br><b>VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE</b> | Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a> |
| 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.<br><b>JEFFERSON COUNTY, TEXAS</b>                                           |                                                                                                  |

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
**VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE**

| 4 Name of Interested Party                                                            | City, State, Country (place of business) | Nature of Interest (check applicable) |              |
|---------------------------------------------------------------------------------------|------------------------------------------|---------------------------------------|--------------|
|                                                                                       |                                          | Controlling                           | Intermediary |
| <b>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</b> |                                          | X                                     |              |
| <b>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</b>      |                                          |                                       | X            |
|                                                                                       |                                          |                                       |              |
|                                                                                       |                                          |                                       |              |
|                                                                                       |                                          |                                       |              |

5 Check only if there is **NO** Interested Party. **CHECK BELOW IF APPLICABLE**

6 UNSWORN DECLARATION **VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

Form provided by Texas Ethics Commission [www.ethics.state.tx.us](http://www.ethics.state.tx.us) Revised 12/22/2017  
**NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.**



**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Texas Materials, a CRH Company  
Beaumont, TX United States

Certificate Number:  
2023-1077733

Date Filed:  
09/29/2023

Date Acknowledged:

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Jefferson County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

IFB 23-048/MR  
Road & Bridge Materials

| 4 | Name of Interested Party       | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------------|------------------------------------------|---------------------------------------|--------------|
|   |                                |                                          | Controlling                           | Intermediary |
|   | Texas Materials, a CRH Company | Beaumont, TX United States               |                                       | X            |
|   |                                |                                          |                                       |              |
|   |                                |                                          |                                       |              |
|   |                                |                                          |                                       |              |
|   |                                |                                          |                                       |              |
|   |                                |                                          |                                       |              |
|   |                                |                                          |                                       |              |
|   |                                |                                          |                                       |              |
|   |                                |                                          |                                       |              |
|   |                                |                                          |                                       |              |

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Scott Blanchard, and my date of birth is 12/23/1979.

My address is 12907 US Highway 90 (street), Beaumont (city), TX (state), 77713 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of Texas, on the 18<sup>th</sup> day of October, 2023.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

#### 6. MULTIPLE VENDOR AWARD.

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

#### 7. 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.

#### 8. 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.

#### 9. 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.

#### 10. INSURANCE.

The contractor (including any and all subcontractors as defined in Section 11.1.3 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:**

|                                                                        |             |
|------------------------------------------------------------------------|-------------|
| <b>Public Liability, including Products &amp; Completed Operations</b> | \$1,000,000 |
| <b>Excess Liability</b>                                                | \$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)

**11. WORKERS' COMPENSATION INSURANCE**

## 11.1 Definitions:

11.1.1 **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.

11.1.2 **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.

11.1.3 **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.

11.2 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.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.

11.4 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.

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

11.5.1 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

11.5.2 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.

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

11.7 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.

11.8 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.

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

11.9.1 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.

- 11.9.2 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.
  - 11.9.3 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.
  - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 11.9.4.2 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.
  - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 11.9.6 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
  - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 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.
- 11.11 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.



**BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.**

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/3/2023

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

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

|                                                                                                                                                     |                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| <b>PRODUCER</b><br>Liberty Mutual Insurance Co. National Insurance East<br>500 N 3rd St, Suite 300<br>Wausau, WI 54403<br><br>www.LibertyMutual.com | <b>CONTACT NAME:</b> Valerie Reece                              |
|                                                                                                                                                     | <b>PHONE (A/C, No, Ext):</b> 513-867-3822 <b>FAX (A/C, No):</b> |
| <b>E-MAIL ADDRESS:</b> Oldcastle.certs@LibertyMutual.com                                                                                            |                                                                 |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                |                                                                 |
| <b>INSURER A:</b> Liberty Mutual Fire Insurance Company                                                                                             | NAIC # 23035                                                    |
| <b>INSURER B:</b> Liberty Insurance Corporation                                                                                                     | 42404                                                           |
| <b>INSURER C:</b>                                                                                                                                   |                                                                 |
| <b>INSURER D:</b>                                                                                                                                   |                                                                 |
| <b>INSURER E:</b>                                                                                                                                   |                                                                 |
| <b>INSURER F:</b>                                                                                                                                   |                                                                 |

**INSURED**  
 Texas Materials Group, Inc. (211-BEA)  
 12907 US Highway 90  
 Beaumont TX 77713

**COVERAGES**                      **CERTIFICATE NUMBER:** 76667104                      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                   | ADDL INSD                           | SUBR WVD | POLICY NUMBER                                                                                                                 | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                |              |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------|-------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------|--------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Primary/Non-Contributory<br><input checked="" type="checkbox"/> Separation of Insured<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | <input checked="" type="checkbox"/> |          | TB2-C81-004095-113<br><br>XCU Coverage Included                                                                               | 9/1/2023                | 9/1/2024                | EACH OCCURRENCE                                                                                       | \$ 2,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                     |          |                                                                                                                               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                                             | \$ 300,000   |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                     |          |                                                                                                                               |                         |                         | MED EXP (Any one person)                                                                              | \$ 50,000    |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                     |          |                                                                                                                               |                         |                         | PERSONAL & ADV INJURY                                                                                 | \$ 2,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                     |          |                                                                                                                               |                         |                         | GENERAL AGGREGATE                                                                                     | \$ 2,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                     |          |                                                                                                                               |                         |                         | PRODUCTS - COMP/OP AGG                                                                                | \$ 2,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                     |          |                                                                                                                               |                         |                         |                                                                                                       | \$           |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> AUTOS ONLY                                                                                                                                                 | <input checked="" type="checkbox"/> |          | AS2-C81-004095-123<br><br>AS2-C81-054502-523<br>Physical Damage only:<br>Comprehensive Ded \$10,000<br>Collision Ded \$10,000 | 9/1/2023                | 9/1/2024                | COMBINED SINGLE LIMIT (Ea accident)                                                                   | \$ 2,000,000 |
| A        |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                     |          |                                                                                                                               | 9/1/2023                | 9/1/2024                | BODILY INJURY (Per person)                                                                            | \$           |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                     |          |                                                                                                                               |                         |                         | BODILY INJURY (Per accident)                                                                          | \$           |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                     |          |                                                                                                                               |                         |                         | PROPERTY DAMAGE (Per accident)                                                                        | \$           |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                     |          |                                                                                                                               |                         |                         |                                                                                                       | \$           |
|          | <b>UMBRELLA LIAB</b><br><input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b><br><input type="checkbox"/> CLAIMS-MADE<br>DED      RETENTION \$                                                                                                                                                                                                                                                                                                       |                                     |          |                                                                                                                               |                         |                         | EACH OCCURRENCE                                                                                       | \$           |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                     |          |                                                                                                                               |                         |                         | AGGREGATE                                                                                             | \$           |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                     |          |                                                                                                                               |                         |                         |                                                                                                       | \$           |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                            |                                     | N/A      | WA7-C8D-004095-023<br>All except OH, ND, WA, WY<br><br>WC7-C81-004095-013<br>WI, MN                                           | 9/1/2023                | 9/1/2024                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT | \$ 1,000,000 |
| B        |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                     |          |                                                                                                                               | 9/1/2023                | 9/1/2024                | E.L. DISEASE - EA EMPLOYEE                                                                            | \$ 1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                     |          |                                                                                                                               |                         |                         | E.L. DISEASE - POLICY LIMIT                                                                           | \$ 1,000,000 |

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

Jefferson County is listed as additional Insured with regards to the general liability and automobile liability policies, where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

Valerie Reece

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## BIDDER INFORMATION FORM

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

**Bid Number & Name:** (IFB 23-048/MR) Term Contract for Road Building Materials for Jefferson County

**Bidder's Company/Business Name:** Texas Materials, a CRH Company

**Bidder's TAX ID Number:** 58-1401466

**If Applicable:** HUB Vendor No. N/A DBE Vendor No. N/A

**Contact Person:** Jeremy Hemmings **Title:** Outside Sales

**Phone Number (with area code):** 409-718-8082

**Alternate Phone Number if available (with area code):** 409-866-1444

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

**Email Address:** jeremy.hemmings@texasmaterials.com

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

12907 US Highway 90

Address

Beaumont, TX 77713

City, State, Zip Code

**REQUIRED FORM**

**Bidder:** Please complete this form  
and include with bid submission.



## SECTION 4: MINIMUM SPECIFICATIONS

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The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 23-048/MR.

### **SCOPE OF PROJECT:**

Jefferson County is soliciting bids for Road Building Materials for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year with an option to renew for four (4) additional one-year terms beginning on the Date of Award.

### **INSTRUCTIONS TO BIDDERS:**

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

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

Prices may be adjusted only to reflect increases or decreases in rail rates, or as indicated on bid blank. The County shall require written verification on any increase in rail rates. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase orders will be released to the successful bidder(s) as required.

**Minimum Orders: Contractor may require minimum orders. However, Contractor MUST include Minimum Order Quantities on Bid Form.**

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

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

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

Reference is made to latest version of the Texas Department of Transportation (TXDOT) Standard Specifications for measurement of the various items bid.

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

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

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

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

|                                                                        |                                                            |             |
|------------------------------------------------------------------------|------------------------------------------------------------|-------------|
| <b>Uncoated Limestone Rock Asphalt Aggregate for Surface Treatment</b> | Item 302 Type A Grade 3                                    | 2,700 tons  |
|                                                                        | Item 302 Type A Grade 4                                    | 32,500 tons |
|                                                                        | Item 302 Type A Grade 4S                                   | 2,900 tons  |
| <b>Pre-coated Rock Asphalt Aggregates for Surface Treatment</b>        | Item 302 Type PB Grade 4                                   | 5,900 tons  |
| <b>Item 247, Flexible Base</b>                                         | Item 247 Type A Gr 1 CLA (minimum P.I. 4; maximum P.I. 10) | 6,200 tons  |
| <b>Hot Mix Cold Laid Asphaltic Concrete Pavement</b>                   | Item 8013 Type "D"                                         | 400 tons    |
| <b>Hot Mix Asphaltic Concrete Pavement</b>                             | Item 340 Type "D"                                          | 1,900 tons  |

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

Materials shall be measured by ton or by gallon, as indicated on the bid form.

**Truck Delivery:** Quote delivery via tandem dump truck or by trailer as may be required. It will be the decision of each precinct how materials are delivered. Price for delivery to the eight (8) county delivery points listed below or delivery to a job site shall be price per ton, based on mileage distance or location indicated.

|                                  |                                       |
|----------------------------------|---------------------------------------|
| Precinct 1 Stockpile Yard        | 205 Hwy 90, China, TX 77613           |
| Precinct 2 Rock Yard             | 9550 Viterbo Road, Beaumont, TX 77705 |
| Precinct 2 LaBelle Yard          | 12911 Hwy 365, Beaumont, TX 77705     |
| Precinct 2 Maintenance Yard      | 7759 Viterbo Road, Beaumont, TX 77705 |
| Precinct 3 Stockpile Yard        | 24420 Hwy 124, Hamshire, TX 77622     |
| Precinct 4 Stockpile Yard        | 9059 Boyt Road, Beaumont, TX 77713    |
| Precinct 4 Service Center        | 7780 Boyt Road, Beaumont, TX 77713    |
| Precinct 4 Hebert Service Center | 2202 Hebert Rd, Beaumont, TX 77705    |

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

Texas State Department of Transportation Standard Specification (Latest Version), with the exceptions noted below, shall define the materials in this Invitation for Bid Specification.

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



**CMD-9000-002 ASPHALTIC CONCRETE PATCHING MATERIAL  
(STOCKPILE STORAGE)**

**Description**

This material is to be manufactured using a special cutback material (SCMI). This specification shall govern for an asphaltic concrete mixture intended primarily as a cool to cold weather stockpile patching mix for maintenance. It shall remain workable in the stockpile for several months and have good adhesion to wet surfaces. The length of satisfactory stockpiling and the lowest temperature at which it can be used will vary according to the type and grade of asphaltic binder specified. It is primarily a crushed stone asphaltic concrete with asphalt additives.

**Materials**

SCM I (Special Cutback Material I) shall meet the following requirements. SCM I recommended Aggregate II only.

| <b>Tests on SCM I:</b>                                                                              |              |
|-----------------------------------------------------------------------------------------------------|--------------|
| Flash Point (Test Method Tex-512-C):                                                                | 79°C Minimum |
| Water (Test Method Tex-501C):                                                                       | 0.2% Maximum |
| Kinematic Viscosity at 60C, cSt (Test Method Tex-529-C):                                            | 500 to 1,000 |
| Distillation (Test Method Tex-515-C), expressed as a percent by volume of total distillate to 360C. |              |

|                           | <b>Minimum</b> | <b>Maximum</b> |
|---------------------------|----------------|----------------|
| Off at 225C               | 0              | 0              |
| Off at 260C               | 0              | 0.5            |
| Off at 315C               | 20             | 60             |
| Residue at 360C, Volume % | 76             |                |

| <b>Tests on Distillation Residue:</b>                    |                |
|----------------------------------------------------------|----------------|
| Penetration at 25C, 150g, 5 sec. <sup>1</sup>            | 180 Minimum    |
| Ductility at 4C, 1 cm/min (Test Method Tex-503-C):       | 100 cm Minimum |
| Solubility in Trichloroethylene (Test Method Tex-507-C): | 99% Minimum    |

Asphaltic Additives. One or more asphaltic additives to prevent stripping of the asphalt from the aggregate in the presence of water and promote bonding to damp or wet surfaces shall be incorporated into the mixture. The additive(s) shall be added to the asphalt material at the point of origin or be metered in at the mix plant to provide a uniform concentration of the agent(s). The type and amount of additive(s) used will be approved by the Engineer in the design stage based on the resistance to stripping, as described in Article 3, "Properties of the Mixture" and desired bonding and workability characteristics.

Distillate: When an MC-800 is designated as the asphaltic material to be used, the Engineer may also direct that distillate in amounts not to exceed five percent by weight of the MC-800 be added in order to extend stockpile life and improve cold weather workability. The distillate shall meet the requirements for No. 1 and No. 2 diesel, ASTM D-975, Standard Specification for Diesel Fuel Oils, with the exception that the maximum water content shall not be greater than 0.2 percent.

<sup>1</sup> ASTM D-5 procedure except using cone conforming to ASTM D-217. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and water decanted from top of sample before transferring from the bath to the penetrometer.



The distillate shall be metered into the mix plant separately from the MC-800, or with the permission of the Engineer, may be blended with the MC-800.

Aggregate: The aggregate shall meet the requirements for aggregate as specified in Item 334, "Hot Mix – Cold Laid Asphaltic Concrete Pavement."

**Properties of the Mixture:**

General Testing: When tested according to standard Department Test Methods, the mixture shall comply with the following requirements:

|                                                                                                                                       | Minimum         | Maximum |
|---------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------|
| Asphalt Content, exclusive of volatiles, percent by weight                                                                            | 3.0             | 7.0     |
| Hydrocarbon Volatile Content of mix, percent by weight                                                                                | 0.3             | 1.0     |
| Moisture Content of mix (the requirement does not apply to mixtures produced at mixing temperatures of 79C or less) percent by weight |                 | 2.0     |
| Hveem Stability at 60C, percent (cured and molded in accordance with Test Method Tex-206-F)                                           | 35 <sup>2</sup> |         |

Mixture Design and Aggregate Gradation: One or more of the gradation types specified in Item 334, "Hot Mix – Cold Laid Concrete Pavement" for optimum density mixtures, or of the open mixture gradations shown below shall be designated by the Engineer on the plans or requisition.

For mixtures to be produced with Item 334, "Hot Mix – Cold Laid Concrete Pavement" gradation, the mixture should be designated in accordance with Test Method Tex-204-F and asphalt content selected to result in laboratory density as follows:

| Density (Percent) |         |         |
|-------------------|---------|---------|
| Minimum           | Maximum | Optimum |
| 93.5              | 96.5    | 95.0    |

For mixtures to be produced with Gradation II below, the Engineer shall select the asphalt content within the range specified under "Asphalt Content" above:

| Sieve Size        | % Passing (by weight) |
|-------------------|-----------------------|
| ¾"                |                       |
| ½"                | 100                   |
| 3/8"              | 95 – 100              |
| No. 4             | 17 – 40               |
| No. 10            | 2 – 15                |
| No. 40            | –                     |
| No. 80            | –                     |
| No 200            | 0 – 3                 |
| AC % <sup>3</sup> | 4.5 – 6.5             |

Resistance to Water Damage: The as-received mix shall be evaluated for resistance to water damage by soaking a 100 gram representative sample of the total mixture in 200 milliliter (ml) of distilled or de-ionized water at 60 +/- 1C for 24 +/- 2 hours. The soaking test shall be accomplished in a glass beaker of

<sup>2</sup> The requirements for Hveem Stability are applicable to mixtures with Item 344, "Hot Mix – Cold Laid Asphaltic Concrete Pavement" gradations only.

<sup>3</sup> Recommended asphalt content range.

approximately 400 ml. Upon completion of the 24-hour soaking period, the mixture shall be evaluated while submerged in the testing water. The material shall show no visible evidence of stripping.

**Preparation of Mixture:**

The mixture shall be plant mixed. All production equipment shall meet the requirements of Item 334, "Hot Mix – Cold Laid Concrete Pavement." The asphaltic material shall be heated in accordance with Article 300.3, "Storage, Heating and Application Temperatures." The application temperature for SCM I and SCM II shall be 170F (76C) to 200F (93C) unless otherwise specified by the material supplier. The temperature of the bituminous mixture at the point of discharge from the mixer and the temperature of the aggregate, when mixed with bituminous material, shall not exceed 200F (93C) unless otherwise approved by the Engineer. The mixture shall be mixed until all of the aggregate is uniformly coated.

**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:**

Texas Materials, a CRH Company


Company Name

12907 US Highway 90

Address

Beaumont, TX 77713

City State Zip



Signature of Person Authorized to Sign

Johnathan Murphy

Printed Name

Operations Manager

Title

**For clarification of this offer, contact:**

Jeremy Hemmings, Outside Sales

Name & Title

409-718-8082 N/A

Phone Fax

jeremy.hemmings@texasmaterials.com

E-mail

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**



## ACCEPTANCE OF OFFER

---

The Offer is hereby accepted for the following items: Road Building Materials for a Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 23-048/MR, Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

### COUNTERSIGNED:

---

**Jeff R. Branick, County Judge**  
JEFFERSON COUNTY, TEXAS

---

**Date**

### ATTEST:

---

**Roxanne Acosta Hellberg, County Clerk**  
JEFFERSON COUNTY, TEXAS

---

**Date**

**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.  
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

BID FORM

1. Rock Asphalt Item 302 - Truck Delivery

| Description                                                               |                                           | Location             |                         |                      |                         |                      |                      |                      |                        |
|---------------------------------------------------------------------------|-------------------------------------------|----------------------|-------------------------|----------------------|-------------------------|----------------------|----------------------|----------------------|------------------------|
| <b>Uncoated Limestone Rock Asphalt Aggregate for Surface Treatments:</b>  |                                           | <b>205 Hwy 90</b>    | <b>9550 Viterbo Rd.</b> | <b>12911 Hwy 365</b> | <b>7759 Viterbo Rd.</b> | <b>24420 Hwy 124</b> | <b>9059 Boyt Rd.</b> | <b>7780 Boyt Rd.</b> | <b>2202 Hebert Rd.</b> |
| 1.                                                                        | Item 302 Type B Grade 3, Non-Lightweight  | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton    | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton    | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton   |
| 2.                                                                        | Item 302 Type B Grade 4                   | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton    | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton    | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton   |
| 3.                                                                        | Item 302 Type B Grade 4S                  | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton    | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton    | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton   |
| <b>Precoated Limestone Rock Asphalt Aggregate for Surface Treatments:</b> |                                           | <b>205 Hwy 90</b>    | <b>9550 Viterbo Rd.</b> | <b>12911 Hwy 365</b> | <b>7759 Viterbo Rd.</b> | <b>24420 Hwy 124</b> | <b>9059 Boyt Rd.</b> | <b>7780 Boyt Rd.</b> | <b>2202 Hebert Rd.</b> |
| 1.                                                                        | Item 302 Type PB Grade 3, Non-Lightweight | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton    | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton    | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton   |
| 2.                                                                        | Item 302 Type PB Grade 4                  | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton    | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton    | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton   |
| 3.                                                                        | Item 302 Type PB Grade 4S                 | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton    | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton    | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton | \$<br>N/A<br>per ton   |



90  
2. Rock Asphalt Item 302 - Railroad Delivery

| Description                                                       |                |                  |                |                  |                |                |                |                 |  |
|-------------------------------------------------------------------|----------------|------------------|----------------|------------------|----------------|----------------|----------------|-----------------|--|
| Uncoated Limestone Rock Asphalt Aggregate for Surface Treatments: | 205 Hwy 90     | 9550 Viterbo Rd. | 12911 Hwy 365  | 7759 Viterbo Rd. | 24420 Hwy 124  | 9059 Boyt Rd.  | 7780 Boyt Rd.  | 2202 Hebert Rd. |  |
|                                                                   | \$ N/A per ton | \$ N/A per ton   | \$ N/A per ton | \$ N/A per ton   | \$ N/A per ton | \$ N/A per ton | \$ N/A per ton | \$ N/A per ton  |  |
| Item 302 Type B Grade 3, Non-Lightweight                          | \$ N/A per ton | \$ N/A per ton   | \$ N/A per ton | \$ N/A per ton   | \$ N/A per ton | \$ N/A per ton | \$ N/A per ton | \$ N/A per ton  |  |
| Item 302 Type B Grade 4                                           | \$ N/A per ton | \$ N/A per ton   | \$ N/A per ton | \$ N/A per ton   | \$ N/A per ton | \$ N/A per ton | \$ N/A per ton | \$ N/A per ton  |  |
| Item 302 Type B Grade 4S                                          | \$ N/A per ton | \$ N/A per ton   | \$ N/A per ton | \$ N/A per ton   | \$ N/A per ton | \$ N/A per ton | \$ N/A per ton | \$ N/A per ton  |  |
| Precast Limestone Rock Asphalt Aggregate for Surface Treatments:  | 205 Hwy 90     | 9550 Viterbo Rd. | 12911 Hwy 365  | 7759 Viterbo Rd. | 24420 Hwy 124  | 9059 Boyt Rd.  | 7780 Boyt Rd.  | 2202 Hebert Rd. |  |
|                                                                   | \$ N/A per ton | \$ N/A per ton   | \$ N/A per ton | \$ N/A per ton   | \$ N/A per ton | \$ N/A per ton | \$ N/A per ton | \$ N/A per ton  |  |
| Item 302 Type PB Grade 3, Non-Lightweight                         | \$ N/A per ton | \$ N/A per ton   | \$ N/A per ton | \$ N/A per ton   | \$ N/A per ton | \$ N/A per ton | \$ N/A per ton | \$ N/A per ton  |  |
| Item 302 Type PB Grade 4                                          | \$ N/A per ton | \$ N/A per ton   | \$ N/A per ton | \$ N/A per ton   | \$ N/A per ton | \$ N/A per ton | \$ N/A per ton | \$ N/A per ton  |  |
| Item 302 Type PB Grade 4S                                         | \$ N/A per ton | \$ N/A per ton   | \$ N/A per ton | \$ N/A per ton   | \$ N/A per ton | \$ N/A per ton | \$ N/A per ton | \$ N/A per ton  |  |

3. Flexible Base, Item 247, Type A, Grade 1-2 (Minimum P.I. 4 – Maximum P.I. 10)

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site

| Distance         | Vehicle Type     |                  |
|------------------|------------------|------------------|
|                  | Tandem Dump      | Trailer          |
| 1. 1 - 10 Miles  | \$ 71.00 per ton | \$ 71.00 per ton |
| 2. 11 - 20 Miles | \$ 73.00 per ton | \$ 73.00 per ton |
| 3. 21 - 30 Miles | \$ 76.00 per ton | \$ 76.00 per ton |
| 4. 31+ Miles     | \$ 82.00 per ton | \$ 82.00 per ton |

B. Delivery to Storage Yard

| Vehicle Type | Location         |                  |                  |                  |                  |                  |                  |                  |
|--------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
|              | 205 Hwy 90       | 9550 Viterbo Rd. | 12911 Hwy 365    | 7759 Viterbo Rd. | 24420 Hwy 124    | 9059 Boyt Rd.    | 7780 Boyt Rd.    | 2202 Hebert Rd.  |
| Tandem Dump  | \$ 74.00 per ton | \$ 74.00 per ton | \$ 74.00 per ton | \$ 74.00 per ton | \$ 76.00 per ton | \$ 74.00 per ton | \$ 74.00 per ton | \$ 74.00 per ton |
| Trailer      | \$ 74.00 per ton | \$ 74.00 per ton | \$ 74.00 per ton | \$ 74.00 per ton | \$ 76.00 per ton | \$ 74.00 per ton | \$ 74.00 per ton | \$ 74.00 per ton |

62  
**C. Hopper Pick Up**

| Location    | Address                       | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|-------------------------------|---------------------------|---------------------------|
| Beaumont    | 860 Pine Street, Beaumont, TX | 7 AM - 4 PM               | \$62.00                   |
| Port Neches |                               |                           |                           |
| Port Arthur |                               |                           |                           |
| Other       |                               |                           |                           |
| Other       |                               |                           |                           |

**4. Flexible Base, Item 247, Type D, Crushed Concrete, Grade 1-2 (Minimum P.I. 4 – Maximum P.I. 10)**

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

**A. Delivery to Job Site**

| Distance         | Vehicle Type     |                  |
|------------------|------------------|------------------|
|                  | Tandem Dump      | Trailer          |
| 1. 1 - 10 Miles  | \$ 48.00 per ton | \$ 48.00 per ton |
| 2. 11 - 20 Miles | \$ 50.00 per ton | \$ 50.00 per ton |
| 3. 21 - 30 Miles | \$ 53.00 per ton | \$ 53.00 per ton |
| 4. 31+ Miles     | \$ 59.00 per ton | \$ 59.00 per ton |



**Delivery to Storage Yard**

|              |                  | Location         |                  |                  |                  |                  |                  |                  |  |
|--------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--|
| Vehicle Type | 205 Hwy 90       | 9550 Viterbo Rd. | 12911 Hwy 365    | 7759 Viterbo Rd. | 24420 Hwy 124    | 9059 Boyt Rd.    | 7780 Boyt Rd.    | 2202 Hebert Rd.  |  |
|              | \$ 51.00 per ton | \$ 51.00 per ton | \$ 51.00 per ton | \$ 51.00 per ton | \$ 53.00 per ton | \$ 51.00 per ton | \$ 51.00 per ton | \$ 51.00 per ton |  |
| Tandem Dump  | \$ 51.00 per ton | \$ 51.00 per ton | \$ 51.00 per ton | \$ 51.00 per ton | \$ 53.00 per ton | \$ 51.00 per ton | \$ 51.00 per ton | \$ 51.00 per ton |  |
| Trailer      | \$ 51.00 per ton | \$ 51.00 per ton | \$ 51.00 per ton | \$ 51.00 per ton | \$ 53.00 per ton | \$ 51.00 per ton | \$ 51.00 per ton | \$ 51.00 per ton |  |

**C. Hopper Pick Up**

| Location    | Address                       | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|-------------------------------|---------------------------|---------------------------|
| Beaumont    | 860 Pine Street, Beaumont, TX | 7 AM - 4 PM               | \$39.00 per ton           |
| Port Neches |                               |                           |                           |
| Port Arthur |                               |                           |                           |
| Other       |                               |                           |                           |
| Other       |                               |                           |                           |

5. DMS 9202 Gradation IV Asphaltic Patching Material (Stockpile Storage)

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor’s closest location to job site or storage yard.

A. Delivery to Job Site

| Distance         | Vehicle Type   |                |
|------------------|----------------|----------------|
|                  | Tandem Dump    | Trailer        |
| 1. 1 - 10 Miles  | \$ N/A per ton | \$ N/A per ton |
| 2. 11 - 20 Miles | \$ N/A per ton | \$ N/A per ton |
| 3. 21 - 30 Miles | \$ N/A per ton | \$ N/A per ton |
| 4. 31+ Miles     | \$ N/A per ton | \$ N/A per ton |

B. Delivery to Storage Yard

| Vehicle Type | Location       |                  |                |                  |                |                |                |                 |
|--------------|----------------|------------------|----------------|------------------|----------------|----------------|----------------|-----------------|
|              | 205 Hwy 90     | 9550 Viterbo Rd. | 12911 Hwy 365  | 7759 Viterbo Rd. | 24420 Hwy 124  | 9059 Boyt Rd.  | 7780 Boyt Rd.  | 2202 Hebert Rd. |
| Tandem Dump  | \$ N/A per ton | \$ N/A per ton   | \$ N/A per ton | \$ N/A per ton   | \$ N/A per ton | \$ N/A per ton | \$ N/A per ton | \$ N/A per ton  |
| Trailer      | \$ N/A per ton | \$ N/A per ton   | \$ N/A per ton | \$ N/A per ton   | \$ N/A per ton | \$ N/A per ton | \$ N/A per ton | \$ N/A per ton  |

59 C. Hopper Pick Up

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

6. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site

| Distance         | Vehicle Type      |                   |
|------------------|-------------------|-------------------|
|                  | Tandem Dump       | Trailer           |
| 1. 1 - 10 Miles  | \$ 132.00 per ton | \$ 132.00 per ton |
| 2. 11 - 20 Miles | \$ 134.00 per ton | \$ 134.00 per ton |
| 3. 21 - 30 Miles | \$ 137.00 per ton | \$ 137.00 per ton |
| 4. 31+ Miles     | \$ 143.00 per ton | \$ 143.00 per ton |



99  
**B. Delivery to Storage Yard**

|              |                      | Location             |                      |                      |                      |                      |                      |                      |                      |
|--------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Vehicle Type | 205 Hwy 90           | 9550 Viterbo Rd.     | 12911 Hwy 365        | 7759 Viterbo Rd.     | 24420 Hwy 124        | 9059 Boyt Rd.        | 7780 Boyt Rd.        | 2202 Hebert Rd.      |                      |
|              | \$ 135.00<br>per ton | \$ 135.00<br>per ton | \$ 135.00<br>per ton | \$ 135.00<br>per ton | \$ 137.00<br>per ton | \$ 135.00<br>per ton | \$ 135.00<br>per ton | \$ 135.00<br>per ton | \$ 135.00<br>per ton |
| Tandem Dump  | \$ 135.00<br>per ton | \$ 135.00<br>per ton | \$ 135.00<br>per ton | \$ 135.00<br>per ton | \$ 137.00<br>per ton | \$ 135.00<br>per ton | \$ 135.00<br>per ton | \$ 135.00<br>per ton | \$ 135.00<br>per ton |
| Trailer      | \$ 135.00<br>per ton | \$ 135.00<br>per ton | \$ 135.00<br>per ton | \$ 135.00<br>per ton | \$ 137.00<br>per ton | \$ 135.00<br>per ton | \$ 135.00<br>per ton | \$ 135.00<br>per ton | \$ 135.00<br>per ton |

**C. Hopper Pick Up**

| Location    | Address         | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|-----------------|---------------------------|---------------------------|
| Beaumont    | 860 Pine Street | 7:00 a.m. - 4:00 p.m.     | \$123.00 Per Ton          |
| Port Neches |                 |                           |                           |
| Port Arthur |                 |                           |                           |
| Other       |                 |                           |                           |
| Other       |                 |                           |                           |

**7. Hot Mix Cold Laid Asphalt Concrete Pavement, Item 8013, Type D (Patching Material)**

**Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor’s closest location to job site or storage yard.**

**A. Delivery to Job Site**

| Distance         | Vehicle Type      |                   |
|------------------|-------------------|-------------------|
|                  | Tandem Dump       | Trailer           |
| 1. 1 - 10 Miles  | \$ 127.00 per ton | \$ 127.00 per ton |
| 2. 11 - 20 Miles | \$ 129.00 per ton | \$ 129.00 per ton |
| 3. 21 - 30 Miles | \$ 132.00 per ton | \$ 132.00 per ton |
| 4. 31+ Miles     | \$ 138.00 per ton | \$ 138.00 per ton |

**B. Delivery to Storage Yard**

| Vehicle Type | Location          |                   |                   |                   |                   |                   |                   |                   |
|--------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|              | 205 Hwy 90        | 9550 Viterbo Rd.  | 12911 Hwy 365     | 7759 Viterbo Rd.  | 24420 Hwy 124     | 9059 Boyt Rd.     | 7780 Boyt Rd.     | 2202 Hebert Rd.   |
| Tandem Dump  | \$ 130.00 per ton | \$ 130.00 per ton | \$ 130.00 per ton | \$ 130.00 per ton | \$ 132.00 per ton | \$ 130.00 per ton | \$ 130.00 per ton | \$ 130.00 per ton |
| Trailer      | \$ 130.00 per ton | \$ 130.00 per ton | \$ 130.00 per ton | \$ 130.00 per ton | \$ 132.00 per ton | \$ 130.00 per ton | \$ 130.00 per ton | \$ 130.00 per ton |

| Location    | Address         | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|-----------------|---------------------------|---------------------------|
| Beaumont    | 860 Pine Street | 7:00 a.m. - 4:00 p.m.     | \$118.00 Per Ton          |
| Port Neches |                 |                           |                           |
| Port Arthur |                 |                           |                           |
| Other       |                 |                           |                           |
| Other       |                 |                           |                           |

**8. Cement Stabilized Base, Item 276 Plant Mixed, Crushed Limestone**

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

**A. Delivered to Job Site**

| Distance        | Description          |                      |                      |                      |
|-----------------|----------------------|----------------------|----------------------|----------------------|
|                 | 1 ½ Sack/Ton         | 2 Sack/Ton           | 3 Sack/Ton           | 4 Sack/Ton           |
| 1 1 - 10 Miles  | \$ 105.00<br>per ton | \$ 109.00<br>per ton | \$ 119.00<br>per ton | \$ 131.00<br>per ton |
| 2 11 - 20 Miles | \$ 107.00<br>per ton | \$ 111.00<br>per ton | \$ 121.00<br>per ton | \$ 133.00<br>per ton |
| 3 21 - 30 Miles | \$ 110.00<br>per ton | \$ 114.00<br>per ton | \$ 124.00<br>per ton | \$ 136.00<br>per ton |
| 4 31+ Miles     | \$ 116.00<br>per ton | \$ 120.00<br>per ton | \$ 130.00<br>per ton | \$ 142.00<br>per ton |



**B. Hopper Pick Up**

| Location    | Address         | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|-----------------|---------------------------|---------------------------|
| Beaumont    | 860 Pine Street | 7:00 a.m. - 4:00 p.m.     | \$96.00 Per Ton - 1.5sk   |
| Port Neches |                 |                           |                           |
| Port Arthur |                 |                           |                           |
| Other       |                 |                           |                           |
| Other       |                 |                           |                           |

**9. Cement Stabilized Base, Item 276 Plant Mixed, Crushed Concrete**

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

**A. Delivered to Job Site**

| Distance        | Description         |                     |                      |                      |
|-----------------|---------------------|---------------------|----------------------|----------------------|
|                 | 1 ½ Sack/Ton        | 2 Sack/Ton          | 3 Sack/Ton           | 4 Sack/Ton           |
| 1 1 - 10 Miles  | \$ 71.00<br>per ton | \$ 77.00<br>per ton | \$ 89.00<br>per ton  | \$ 102.00<br>per ton |
| 2 11 - 20 Miles | \$ 73.00<br>per ton | \$ 79.00<br>per ton | \$ 91.00<br>per ton  | \$ 104.00<br>per ton |
| 3 21 - 30 Miles | \$ 76.00<br>per ton | \$ 82.00<br>per ton | \$ 94.00<br>per ton  | \$ 107.00<br>per ton |
| 4 31+ Miles     | \$ 82.00<br>per ton | \$ 88.00<br>per ton | \$ 100.00<br>per ton | \$ 113.00<br>per ton |

**B. Hopper Pick Up**

| Location    | Address         | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|-----------------|---------------------------|---------------------------|
| Beaumont    | 860 Pine Street | 7:00 a.m. - 4:00 p.m.     | \$62.00 Per Ton - 1.5sk   |
| Port Neches |                 |                           |                           |
| Port Arthur |                 |                           |                           |
| Other       |                 |                           |                           |
| Other       |                 |                           |                           |

**10. Cement Stabilized Sand, Item 400, Plant Mixed**

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

**A. Delivered to Job Site**

| Distance        | Description         |                     |                     |                      |
|-----------------|---------------------|---------------------|---------------------|----------------------|
|                 | 1 ½ Sack/Ton        | 2 Sack/Ton          | 3 Sack/Ton          | 4 Sack/Ton           |
| 1 1 - 10 Miles  | \$ 59.00<br>per ton | \$ 72.00<br>per ton | \$ 84.00<br>per ton | \$ 99.00<br>per ton  |
| 2 11 - 20 Miles | \$ 61.00<br>per ton | \$ 74.00<br>per ton | \$ 86.00<br>per ton | \$ 101.00<br>per ton |
| 3 21 - 30 Miles | \$ 64.00<br>per ton | \$ 77.00<br>per ton | \$ 89.00<br>per ton | \$ 104.00<br>per ton |
| 4 31+ Miles     | \$ 70.00<br>per ton | \$ 83.00<br>per ton | \$ 95.00<br>per ton | \$ 110.00<br>per ton |

**B. Hopper Pick Up**

| Location    | Address         | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|-----------------|---------------------------|---------------------------|
| Beaumont    | 860 Pine Street | 7:00 a.m. - 4:00 p.m.     | \$50.00 Per Ton - 1.5sk   |
| Port Neches |                 |                           |                           |
| Port Arthur |                 |                           |                           |
| Other       |                 |                           |                           |
| Other       |                 |                           |                           |

**11. Flowable Backfill, Item 401**

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

| Distance         | Cost                  |
|------------------|-----------------------|
| 1. 1 - 10 Miles  | \$ N/A _____ per C.Y. |
| 2. 11 - 20 Miles | \$ N/A _____ per C.Y. |
| 3. 21 - 30 Miles | \$ N/A _____ per C.Y. |
| 4. 31+ Miles     | \$ N/A _____ per C.Y. |



**12. Dense-Graded Hot Mix Asphalt, Item 340. Gradation D, PG64-22, Max 20% RAP, No RAS**

**Hopper Pick Up**

| <b>Location</b> | <b>Address</b>  | <b>Hours of Hopper Operation</b> | <b>Prices F.O.B. for Pick-Up</b> |
|-----------------|-----------------|----------------------------------|----------------------------------|
| Beaumont        | 860 Pine Street | 7:00 a.m. - 4:00 p.m.            | \$135.00 Per Ton                 |
| Port Neches     |                 |                                  |                                  |
| Port Arthur     |                 |                                  |                                  |
| Other           |                 |                                  |                                  |
| Other           |                 |                                  |                                  |

**13. Dense-Graded Hot Mix Asphalt, Item 340. Gradation F, PG64-22, Max 20% RAP, No RAS**

**Hopper Pick Up**

| <b>Location</b> | <b>Address</b>  | <b>Hours of Hopper Operation</b> | <b>Prices F.O.B. for Pick-Up</b> |
|-----------------|-----------------|----------------------------------|----------------------------------|
| Beaumont        | 860 Pine Street | 7:00 a.m. - 4:00 p.m.            | \$148.00 Per Ton                 |
| Port Neches     |                 |                                  |                                  |
| Port Arthur     |                 |                                  |                                  |
| Other           |                 |                                  |                                  |
| Other           |                 |                                  |                                  |

**14. Hydraulic Concrete Cement, Item 421**

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

**A. Delivered to Job Site**

| Distance        | Description                             |                                         |                                         |
|-----------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|
|                 | Item 421, Type A                        | Item 421, Type B                        | Item 421, Type S6                       |
| 1 1 - 10 Miles  | \$ <u>    </u> N/A <u>    </u> per C.Y. | \$ <u>    </u> N/A <u>    </u> per C.Y. | \$ <u>    </u> N/A <u>    </u> per C.Y. |
| 2 11 - 20 Miles | \$ <u>    </u> N/A <u>    </u> per C.Y. | \$ <u>    </u> N/A <u>    </u> per C.Y. | \$ <u>    </u> N/A <u>    </u> per C.Y. |
| 3 21 - 30 Miles | \$ <u>    </u> N/A <u>    </u> per C.Y. | \$ <u>    </u> N/A <u>    </u> per C.Y. | \$ <u>    </u> N/A <u>    </u> per C.Y. |
| 4 31+ Miles     | \$ <u>    </u> N/A <u>    </u> per C.Y. | \$ <u>    </u> N/A <u>    </u> per C.Y. | \$ <u>    </u> N/A <u>    </u> per C.Y. |

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

## VENDOR REFERENCES FORM

Bidder: 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.

### REQUIRED FORM

**Bidder: Please complete this form and include with bid submission.**

#### REFERENCE ONE

Government/Company Name: Texas Department of Transportation

Address: 8450 Eastex Freeway, Beaumont, TX 77708

Contact Person and Title: Mr. Kenneth Wiemers, Area Manager

Phone: 409-924-6521 Fax: \_\_\_\_\_

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

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

#### REFERENCE TWO

Government/Company Name: Texas Department of Transportation

Address: 1923 Sam Houston, Liberty, TX 77575

Contact Person and Title: Ms. Wanda Burrell, Construction Recordkeeper

Phone: 936-336-2244 Fax: \_\_\_\_\_

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

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

#### REFERENCE THREE

Government/Company Name: Schaumburg & Polk, Inc.

Address: 8865 College Street, Suite 100, Beaumont, TX 77707

Contact Person and Title: Mr. Ricky Bourque

Phone: 409-866-0341 Fax: \_\_\_\_\_

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

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



**SIGNATURE PAGE**

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

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

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

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

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

Texas Materials, a CRH Company  
Bidder (Entity Name)

12907 US Highway 90  
Street & Mailing Address

Beaumont, Tx 77713  
City, State & Zip

409-866-1444  
Telephone Number

johnathan.murphy@texasmaterials.com  
E-mail Address

  
Signature

Johnathan Murphy  
Print Name

October 18, 2023  
Date Signed

N/A  
Fax Number

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

## CERTIFICATION REGARDING LOBBYING


### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

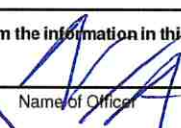

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

|                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------|
|                                             |
| <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <b>Signature of Contractor's Authorized Official</b> |
| <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Johnathan Murphy, Operations Manager                 |
| <b>Name and Title of Contractor's Authorized Official (Please Print)</b>                                                       |
| <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> October 18, 2023                                     |
| <b>Date</b>                                                                                                                    |

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

### CONFLICT OF INTEREST QUESTIONNAIRE

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                        |                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------|
| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                        | <b>FORM CIQ</b> |
| <b>For vendor doing business with local governmental entity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                        |                 |
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>OFFICE USE ONLY</b> |                 |
| <p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Date Received          |                 |
| <p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                        |                 |
| <p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;"> <br/>       _____<br/>       Name of Officer     </p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> |                        |                 |
| <p><b>4</b></p> <p style="text-align: center;"> <br/>       _____<br/>       Signature of vendor doing business with the governmental entity     </p> <p style="text-align: right;">       October 18, 2023<br/>       _____<br/>       Date     </p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                        |                 |

Adopted 8/7/2015

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

| <b>LOCAL GOVERNMENT OFFICER<br/>CONFLICTS DISCLOSURE STATEMENT</b>                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>FORM CIS</b>                                                                                                                                                                                                   |                 |               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 2px;">Date Received</td> </tr> </table> | OFFICE USE ONLY | Date Received |
| OFFICE USE ONLY                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                   |                 |               |
| Date Received                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                   |                 |               |
| <b>1</b>                                                                                                                                                                                                                                                                                                                                               | <b>Name of Local Government Officer</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                   |                 |               |
| <b>2</b>                                                                                                                                                                                                                                                                                                                                               | <b>Office Held</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                   |                 |               |
| <b>3</b>                                                                                                                                                                                                                                                                                                                                               | <b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                   |                 |               |
| <b>4</b>                                                                                                                                                                                                                                                                                                                                               | <b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                   |                 |               |
| <b>5</b>                                                                                                                                                                                                                                                                                                                                               | <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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                   |                 |               |
|                                                                                                                                                                                                                                                                                                                                                        | Date Gift Accepted _____ Description of Gift _____<br>Date Gift Accepted _____ Description of Gift _____<br>Date Gift Accepted _____ Description of Gift _____<br><p style="text-align: center; font-size: small;">(attach additional forms as necessary)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                   |                 |               |
| <b>6</b>                                                                                                                                                                                                                                                                                                                                               | <b>AFFIDAVIT</b><br><p style="font-size: small;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: center; margin-top: 20px;">_____</p> <p style="text-align: center; font-size: small;">Signature of Local Government Officer</p> <p style="font-size: small; margin-top: 10px;">AFFIX NOTARY STAMP / SEAL ABOVE</p> <p style="font-size: small;">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> |                                                                                                                                                                                                                   |                 |               |
|                                                                                                                                                                                                                                                                                                                                                        | Signature of officer administering oath                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Printed name of officer administering oath                                                                                                                                                                        |                 |               |
|                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Title of officer administering oath                                                                                                                                                                               |                 |               |

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**

**GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST**

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

Yes  No

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

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

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

**\*\*All work will be supplied through Texas Materials Group, Inc.\*\***

**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.**

Johnathan Murphy  
Printed Name of Authorized Representative

  
Signature

Operations Manager  
Title

October 18, 2023  
Date

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

## NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

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

Yes  No

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

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

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

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

Project Title & 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.**

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



### HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

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: \_\_\_\_\_

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 3 OF 4

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

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

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

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: All work will be supplied through Texas Materials, a CRH Company

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: N/A

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

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

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

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

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

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



### HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 4 OF 4

Subcontractor Name: N/A

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

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

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

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

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

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

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

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

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

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

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

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

Name (print or type): Johnathan Murphy

Title: Operations Manager

Signature: 

Date: October 18, 2023

E-mail address: kimberly.work@texasmaterials.com

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

Name (print or type): Jessica Aldrich

Title: Assistant Controller

Date: October 18, 2023

E-mail address: jessica.aldrich@texasmaterials.com

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**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) "Non-resident 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 Texas Materials a CRH <sup>Company</sup> [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.):                                                                      |                                       | 58-1401466                    |
| Company Name submitting bid/proposal:                                                                         |                                       | Texas Materials a CRH Company |
| Mailing address:                                                                                              | P.O. Box 20779, Beaumont, Texas 77720 |                               |
| 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**          |
|---------------------------------|-----------------------------------------|
| 129597                          | 12907 US Highway 90, Beaumont, TX 77713 |
| 129434                          | 12963 US Highway 90, Beaumont, TX 77713 |
| 119627                          | Beaumont, TX                            |

\* 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.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

HOUSE BILL 89 VERIFICATION

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

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

**Pursuant to Section 2270.002, Texas Government Code:**

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

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

Signature of Company Representative Johnathan Murphy, Operations Manager

October 18, 2023

Date

On this 18th day of October, 2023, personally appeared

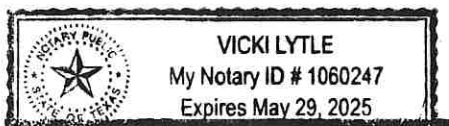
Johnathan Murphy, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

\_\_\_\_\_  
Notary Signature

October 18, 2023

Date



**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



**SENATE BILL 252 CERTIFICATION**

---

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

Texas Materials, a CRH Company

**Company Name**

IFB 23-048/MR

**IFB/RFP/RFQ number**

**Certification check performed by:**

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

\_\_\_\_\_  
**Date**

**BID AFFIDAVIT**

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Johnathan Murphy, who  
(name)

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

"I, Johnathan Murphy am a duly authorized officer of/agent  
(name)  
for Texas Materials, a CRH Comapny and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Texas Materials, a CRH Company.  
(name of firm)

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

Name and address of Bidder: Texas Materials, a CRH Company  
12907 US Highway 90, Beaumont, TX 77713

Fax: N/A Telephone# 409-866-1444

by: Johnathan Murphy Title: Operations Manager  
(print name)

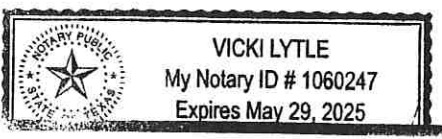
Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named  
Johnathan Murphy on

this the 18th day of October, 2023.

[Handwritten Signature]  
Notary Public in and for  
the State of Texas

**REQUIRED FORM**  
Bidder: Please complete this form  
and include with bid submission.



**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

Martin Marietta Materials, Inc.

Company Name

5675 Fannett Road

Address

Beaumont, TX 77705

City

State

Zip

**For clarification of this offer, contact:**

Bill Kelley Sr Sales Representative

Name & Title


409-835-4933

Phone

Fax

william.kelley@martinmarietta.com

E-mail

  
Signature of Person Authorized to Sign

Bill Kelley

Printed Name

Sr. Sales Representative

Title

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**



**ACCEPTANCE OF OFFER**

The Offer is hereby accepted for the following items: Road Building Materials for a Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 23-048/MR, Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

\_\_\_\_\_  
**Jeff R. Branick, County Judge**  
**JEFFERSON COUNTY, TEXAS**

\_\_\_\_\_  
**Date**

**ATTEST:**

\_\_\_\_\_  
**Roxanne Acosta Hellberg, County Clerk**  
**JEFFERSON COUNTY, TEXAS**

\_\_\_\_\_  
**Date**

BID FORM

1. Rock Asphalt Item 302 - Truck Delivery

| Description                                                               |                                           | Location          |                         |                      |                         |                      |                      |                      |                        |
|---------------------------------------------------------------------------|-------------------------------------------|-------------------|-------------------------|----------------------|-------------------------|----------------------|----------------------|----------------------|------------------------|
| <b>Uncoated Limestone Rock Asphalt Aggregate for Surface Treatments:</b>  |                                           | <b>205 Hwy 90</b> | <b>9550 Viterbo Rd.</b> | <b>12911 Hwy 365</b> | <b>7759 Viterbo Rd.</b> | <b>24420 Hwy 124</b> | <b>9059 Boyt Rd.</b> | <b>7780 Boyt Rd.</b> | <b>2202 Hebert Rd.</b> |
| 1.                                                                        | Item 302 Type B Grade 3, Non-Lightweight  | \$ per ton        | \$ per ton              | \$ per ton           | \$ per ton              | \$ per ton           | \$ per ton           | \$ per ton           | \$ per ton             |
| 2.                                                                        | Item 302 Type B Grade 4                   | \$ per ton        | \$ per ton              | \$ per ton           | \$ per ton              | \$ per ton           | \$ per ton           | \$ per ton           | \$ per ton             |
| 3.                                                                        | Item 302 Type B Grade 4S                  | \$ per ton        | \$ per ton              | \$ per ton           | \$ per ton              | \$ per ton           | \$ per ton           | \$ per ton           | \$ per ton             |
| <b>Precoated Limestone Rock Asphalt Aggregate for Surface Treatments:</b> |                                           | <b>205 Hwy 90</b> | <b>9550 Viterbo Rd.</b> | <b>12911 Hwy 365</b> | <b>7759 Viterbo Rd.</b> | <b>24420 Hwy 124</b> | <b>9059 Boyt Rd.</b> | <b>7780 Boyt Rd.</b> | <b>2202 Hebert Rd.</b> |
| 1.                                                                        | Item 302 Type PB Grade 3, Non-Lightweight | \$ per ton        | \$ per ton              | \$ per ton           | \$ per ton              | \$ per ton           | \$ per ton           | \$ per ton           | \$ per ton             |
| 2.                                                                        | Item 302 Type PB Grade 4                  | \$ per ton        | \$ per ton              | \$ per ton           | \$ per ton              | \$ per ton           | \$ per ton           | \$ per ton           | \$ per ton             |
| 3.                                                                        | Item 302 Type PB Grade 4S                 | \$ per ton        | \$ per ton              | \$ per ton           | \$ per ton              | \$ per ton           | \$ per ton           | \$ per ton           | \$ per ton             |

2. Rock Asphalt Item 302- Railroad Delivery

| Description                                                         |            |                  |               |                  |               |               |               |                 |  |
|---------------------------------------------------------------------|------------|------------------|---------------|------------------|---------------|---------------|---------------|-----------------|--|
| Uncoated Limestone Rock Asphalt Aggregate for Surface Treatments:   | 205 Hwy 90 | 9550 Viterbo Rd. | 12911 Hwy 365 | 7759 Viterbo Rd. | 24420 Hwy 124 | 9059 Boyt Rd. | 7780 Boyt Rd. | 2202 Hebert Rd. |  |
|                                                                     | \$         | \$               | \$            | \$               | \$            | \$            | \$            | \$              |  |
| Item 302 Type B Grade 3, Non-Lightweight                            | per ton    | per ton          | per ton       | per ton          | per ton       | per ton       | per ton       | per ton         |  |
|                                                                     | \$         | \$               | \$            | \$               | \$            | \$            | \$            | \$              |  |
| Item 302 Type B Grade 4                                             | per ton    | per ton          | per ton       | per ton          | per ton       | per ton       | per ton       | per ton         |  |
|                                                                     | \$         | \$               | \$            | \$               | \$            | \$            | \$            | \$              |  |
| Item 302 Type B Grade 4S                                            | per ton    | per ton          | per ton       | per ton          | per ton       | per ton       | per ton       | per ton         |  |
|                                                                     | \$         | \$               | \$            | \$               | \$            | \$            | \$            | \$              |  |
| Precocated Limestone Rock Asphalt Aggregate for Surface Treatments: | 205 Hwy 90 | 9550 Viterbo Rd. | 12911 Hwy 365 | 7759 Viterbo Rd. | 24420 Hwy 124 | 9059 Boyt Rd. | 7780 Boyt Rd. | 2202 Hebert Rd. |  |
|                                                                     | \$         | \$               | \$            | \$               | \$            | \$            | \$            | \$              |  |
| Item 302 Type PB Grade 3, Non-Lightweight                           | per ton    | per ton          | per ton       | per ton          | per ton       | per ton       | per ton       | per ton         |  |
|                                                                     | \$         | \$               | \$            | \$               | \$            | \$            | \$            | \$              |  |
| Item 302 Type PB Grade 4                                            | per ton    | per ton          | per ton       | per ton          | per ton       | per ton       | per ton       | per ton         |  |
|                                                                     | \$         | \$               | \$            | \$               | \$            | \$            | \$            | \$              |  |
| Item 302 Type PB Grade 4S                                           | per ton    | per ton          | per ton       | per ton          | per ton       | per ton       | per ton       | per ton         |  |
|                                                                     | \$         | \$               | \$            | \$               | \$            | \$            | \$            | \$              |  |



3. Flexible Base, Item 247, Type A, Grade 1-2 (Minimum P.I. 4 – Maximum P.I. 10)

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site

| Distance         | Vehicle Type     |                  |
|------------------|------------------|------------------|
|                  | Tandem Dump      | Trailer          |
| 1. 1 - 10 Miles  | \$ 43.50 per ton | \$ 43.50 per ton |
| 2. 11 - 20 Miles | \$ 45.50 per ton | \$ 45.50 per ton |
| 3. 21 - 30 Miles | \$ 48.00 per ton | \$ 48.00 per ton |
| 4. 31+ Miles     | \$ 51.00 per ton | \$ 51.00 per ton |

B. Delivery to Storage Yard

| Vehicle Type | Location         |                  |                  |                  |                  |                  |                  |                  |
|--------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
|              | 205 Hwy 90       | 9550 Viterbo Rd. | 12911 Hwy 365    | 7759 Viterbo Rd. | 24420 Hwy 124    | 9059 Boyt Rd.    | 7780 Boyt Rd.    | 2202 Hebert Rd.  |
| Tandem Dump  | \$ 43.50 per ton | \$ 43.50 per ton | \$ 45.50 per ton | \$ 45.50 per ton | \$ 45.50 per ton | \$ 43.50 per ton | \$ 43.50 per ton | \$ 43.50 per ton |
| Trailer      | \$ 43.50 per ton | \$ 43.50 per ton | \$ 45.50 per ton | \$ 45.50 per ton | \$ 45.50 per ton | \$ 43.50 per ton | \$ 43.50 per ton | \$ 43.50 per ton |

**C. Hopper Pick Up**

| Location                     | Address                               | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|------------------------------|---------------------------------------|---------------------------|---------------------------|
| Beaumont Iron Horse Terminal | 11800 Hwy 90, Beaumont                | 7:00 a.m. - 5:00 p.m.     | \$38.00                   |
| Port Neches                  |                                       |                           |                           |
| Port Arthur Hwy 87           | 2190 South Gulfway Drive, Port Arthur | 7:00 a.m. - 5:00 p.m.     | \$38.00                   |
| Other Dollinger              | 2525 Dollinger Road, Beaumont, TX     | 7:00 a.m. - 5:00 p.m.     | \$38.00                   |
| Other                        |                                       | Type text here            |                           |

**4. Flexible Base, Item 247, Type D, Crushed Concrete, Grade 1-2 (Minimum P.I. 4 – Maximum P.I. 10)**

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

**A. Delivery to Job Site**

| Distance         | Vehicle Type     |                  |
|------------------|------------------|------------------|
|                  | Tandem Dump      | Trailer          |
| 1. 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton |
| 2. 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3. 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4. 31+ Miles     | \$ _____ per ton | \$ _____ per ton |

**B. Delivery to Storage Yard**

| Vehicle Type | Location            |                     |                     |                     |                     |                     |                     |                     |
|--------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
|              | 205 Hwy 90          | 9550 Viterbo Rd.    | 12911 Hwy 365       | 7759 Viterbo Rd.    | 24420 Hwy 124       | 9059 Boyt Rd.       | 7780 Boyt Rd.       | 2202 Hebert Rd.     |
|              | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| Tandem Dump  | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| Trailer      | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |

**C. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |



9  
**5. DMS 9202 Gradation IV Asphaltic Patching Material (Stockpile Storage)**

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

**A. Delivery to Job Site**

|    | Distance      | Vehicle Type     |                  |
|----|---------------|------------------|------------------|
|    |               | Tandem Dump      | Trailer          |
| 1. | 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton |
| 2. | 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3. | 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4. | 31+ Miles     | \$ _____ per ton | \$ _____ per ton |

**B. Delivery to Storage Yard**

| Vehicle Type | Location         |                  |                  |                  |                  |                  |                  |                  |
|--------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
|              | 205 Hwy 90       | 9550 Viterbo Rd. | 12911 Hwy 365    | 7759 Viterbo Rd. | 24420 Hwy 124    | 9059 Boyt Rd.    | 7780 Boyt Rd.    | 2202 Hebert Rd.  |
|              | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| Tandem Dump  | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| Trailer      | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

**C. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

**6. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)**

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

**A. Delivery to Job Site**

|    | Distance      | Vehicle Type     |                  |
|----|---------------|------------------|------------------|
|    |               | Tandem Dump      | Trailer          |
| 1. | 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton |
| 2. | 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3. | 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4. | 31+ Miles     | \$ _____ per ton | \$ _____ per ton |

B. Delivery to Storage Yard

|              | Location            |                     |                     |                     |                     |                     |                     |                     |
|--------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Vehicle Type | 205 Hwy 90          | 9550 Viterbo Rd.    | 12911 Hwy 365       | 7759 Viterbo Rd.    | 24420 Hwy 124       | 9059 Boyt Rd.       | 7780 Boyt Rd.       | 2202 Hebert Rd.     |
|              | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| Tandem Dump  | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| Trailer      | per ton             | per ton             | per ton             | per ton             | per ton             | per ton             | per ton             | per ton             |

C. Hopper Pick Up

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |



8  
**7. Hot Mix Cold Laid Asphalt Concrete Pavement, Item 8013, Type D (Patching Material)**

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

**A. Delivery to Job Site**

| Distance         | Vehicle Type     |                  |
|------------------|------------------|------------------|
|                  | Tandem Dump      | Trailer          |
| 1. 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton |
| 2. 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3. 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4. 31+ Miles     | \$ _____ per ton | \$ _____ per ton |

**B. Delivery to Storage Yard**

| Vehicle Type | Location         |                  |                  |                  |                  |                  |                  |                  |
|--------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
|              | 205 Hwy 90       | 9550 Viterbo Rd. | 12911 Hwy 365    | 7759 Viterbo Rd. | 24420 Hwy 124    | 9059 Boyt Rd.    | 7780 Boyt Rd.    | 2202 Hebert Rd.  |
| Tandem Dump  | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| Trailer      | _____ per ton    | _____ per ton    | _____ per ton    | _____ per ton    | _____ per ton    | _____ per ton    | _____ per ton    | _____ per ton    |

**C. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

**8. Cement Stabilized Base, Item 276 Plant Mixed, Crushed Limestone**

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

**A. Delivered to Job Site**

| Distance          | Description         |                     |                     |                     |
|-------------------|---------------------|---------------------|---------------------|---------------------|
|                   | 1 ½ Sack/ Ton       | 2 Sack/ Ton         | 3 Sack/ Ton         | 4 Sack/ Ton         |
| 1 - 10 Miles      | \$62.50<br>per ton  | \$ 67.50<br>per ton | \$ 77.50<br>per ton | \$ 87.50<br>per ton |
| 2 - 11 - 20 Miles | \$ 64.50<br>per ton | \$ 69.50<br>per ton | \$ 79.50<br>per ton | \$ 89.50<br>per ton |
| 3 - 21 - 30 Miles | \$ 67.00<br>per ton | \$ 72.00<br>per ton | \$ 82.00<br>per ton | \$ 92.00<br>per ton |
| 4 - 31+ Miles     | \$ 70.00<br>per ton | \$ 75.00<br>per ton | \$ 85.00<br>per ton | \$ 95.00<br>per ton |

**B. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           | 1.5 SK CSB - \$57.00      |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

**9. Cement Stabilized Base, Item 276 Plant Mixed, Crushed Concrete**

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

**A. Delivered to Job Site**

| Distance        | Description      |                  |                  |                  |
|-----------------|------------------|------------------|------------------|------------------|
|                 | 1 1/2 Sack/ Ton  | 2 Sack/ Ton      | 3 Sack/ Ton      | 4 Sack/ Ton      |
| 1 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 2 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 3 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 4 31+ Miles     | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |



**B. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

**10. Cement Stabilized Sand, Item 400, Plant Mixed**

**Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.**

**A. Delivered to Job Site**

| Distance           | Description         |                     |                     |                     |
|--------------------|---------------------|---------------------|---------------------|---------------------|
|                    | 1 ½ Sack/ Ton       | 2 Sack/ Ton         | 3 Sack/ Ton         | 4 Sack/ Ton         |
| 1<br>1 - 10 Miles  | \$ 41.50<br>per ton | \$ 46.50<br>per ton | \$ 56.50<br>per ton | \$ 66.50<br>per ton |
| 2<br>11 - 20 Miles | \$ 43.50<br>per ton | \$ 48.50<br>per ton | \$ 58.50<br>per ton | \$ 68.50<br>per ton |
| 3<br>21 - 30 Miles | \$ 46.00<br>per ton | \$ 51.00<br>per ton | \$ 61.00<br>per ton | \$ 71.00<br>per ton |
| 4<br>31+ Miles     | \$ 49.00<br>per ton | \$ 54.00<br>per ton | \$ 64.00<br>per ton | \$ 74.00<br>per ton |

**B. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up    |
|-------------|---------|---------------------------|------------------------------|
| Beaumont    |         |                           | 1.5 SK CMT STAB SAND \$36.00 |
| Port Neches |         |                           |                              |
| Port Arthur |         |                           |                              |
| Other       |         |                           |                              |
| Other       |         |                           |                              |

**11. Flowable Backfill, Item 401**

**Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor’s closest location to job site.**

| Distance         | Cost                     |
|------------------|--------------------------|
| 1. 1 - 10 Miles  | \$ 116.00 _____ per C.Y. |
| 2. 11 - 20 Miles | \$ 116.00 _____ per C.Y. |
| 3. 21 - 30 Miles | \$ 116.00 _____ per C.Y. |
| 4. 31+ Miles     | \$ 116.00 _____ per C.Y. |

104  
 12. Dense-Graded Hot Mix Asphalt, Item 340. Gradation D, PG64-22, Max 20% RAP, No RAS

Hopper Pick Up

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

13. Dense-Graded Hot Mix Asphalt, Item 340. Gradation F, PG64-22, Max 20% RAP, No RAS

Hopper Pick Up

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |



14. Hydraulic Concrete Cement, Item 421

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

A. Delivered to Job Site

|          |                                           | Description              |                          |  |
|----------|-------------------------------------------|--------------------------|--------------------------|--|
| Distance | Item 421, Type A                          | Item 421, Type B         | Item 421, Type S6        |  |
| 1        | 1 - 10 Miles<br>\$ 145.00 _____ per C.Y.  | \$ 135.00 _____ per C.Y. | \$ 155.00 _____ per C.Y. |  |
| 2        | 11 - 20 Miles<br>\$ 145.00 _____ per C.Y. | \$ 135.00 _____ per C.Y. | \$ 155.00 _____ per C.Y. |  |
| 3        | 21 - 30 Miles<br>\$ 145.00 _____ per C.Y. | \$ 135.00 _____ per C.Y. | \$ 155.00 _____ per C.Y. |  |
| 4        | 31+ Miles<br>\$ 145.00 _____ per C.Y.     | \$ 135.00 _____ per C.Y. | \$ 155.00 _____ per C.Y. |  |

**REQUIRED FORM**  
Bidder: Please complete this form  
 and include with bid submission.

### VENDOR REFERENCES FORM

Bidder: 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.

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**

**REFERENCE ONE**

Government/Company Name: City of Beaumont

Address: PO Box 3827 Beaumont, TX 77704-3827

Contact Person and Title: Patrick Bardwell - Purchasing Agent

Phone: 409-880-3720 Fax: 409-880-3747

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

Scope of Work: Concrete & Materials

**REFERENCE TWO**

Government/Company Name: City of Port Arthur

Address: P.O. Box 1089 Port Arthur, TX 77641

Contact Person and Title: Shawna Tubbs - Purchasing Agent

Phone: 409-983-8160 Fax: 409-983-8291

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

Scope of Work: Concrete & Materials

**REFERENCE THREE**

Government/Company Name: Jefferson County DD#6

Address: 6550 Walden Road, Beaumont, TX 77707

Contact Person and Title: Steven Leblanc Project Inspector

Phone: 409-842-1818 Fax: 409-842-2729

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

Scope of Work: Concrete & Materials

**SIGNATURE PAGE**

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

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

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

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

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

Martin Marietta Materials, Inc.



Bidder (Entity Name)

Signature

5675 Fannett Road

Bill Kelley

Street & Mailing Address

Print Name

Beaumont, TX 77705

10/17/2023

City, State & Zip

Date Signed

409835-4933

Telephone Number

Fax Number

william.kelley@martinmarietta.com

E-mail Address

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**



**CERTIFICATION REGARDING LOBBYING**

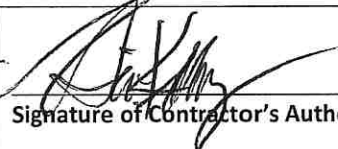
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

|                                                                                     |  |
|-------------------------------------------------------------------------------------|--|
|  |  |
| <b>Signature of Contractor's Authorized Official</b>                                |  |
| Bill Kelley                                                                         |  |
| <b>Name and Title of Contractor's Authorized Official (Please Print)</b>            |  |
| 10/17/2023                                                                          |  |
| <b>Date</b>                                                                         |  |

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**CONFLICT OF INTEREST QUESTIONNAIRE**

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

Adopted 8/7/2015

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

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

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**



**GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST**

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

Yes  No

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

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

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

**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

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**

**NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH  
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

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

Yes  No

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

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

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

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

Project Title & 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.

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

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: \_\_\_\_\_

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

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.

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.



**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: \_\_\_\_\_

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**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: \_\_\_\_\_

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**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) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

|                                                                                                               |                                       |
|---------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Taxpayer Identification Number (T.I.N.):                                                                      | 56-1848578                            |
| Company Name submitting bid/proposal:                                                                         | Martin Marietta Materials, Inc.       |
| Mailing address:                                                                                              | 5675 Fannett Road, Beaumont, TX 77705 |
| If you are an individual, list the names and addresses of any partnership of which you are a general partner: |                                       |
|                                                                                                               |                                       |

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

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

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

[Handwritten Signature]  
Signature of Company Representative

10/17/2023  
Date

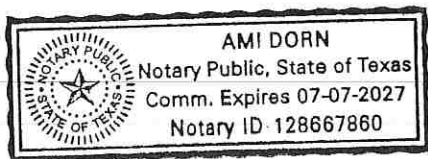
On this 17th day of October, 2023, personally appeared

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

Notary Seal

[Handwritten Signature]  
Notary Signature

October 17, 2023  
Date



REQUIRED FORM  
Bidder: Please complete this form and include with bid submission.



**SENATE BILL 252 CERTIFICATION**

---

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

---

**Company Name**

---

**IFB/RFP/RFQ number****Certification check performed by:**

---

**Purchasing Representative**

---

**Date**

**BID AFFIDAVIT**

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Bill Kelley, who  
(name)

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

"I, Bill Kelley am a duly authorized officer of/agent  
(name)  
for Martin Marietta Materials, Inc. and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Martin Marietta Materials, Inc.  
(name of firm)

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

Name and address of Bidder: Martin Marietta Materials, 5675 Fannett Road, Beaumont, TX 77705

Fax: \_\_\_\_\_ Telephone# 409-835-4933

by: Bill Kelley Title: Sr. Sales Representative  
(print name)

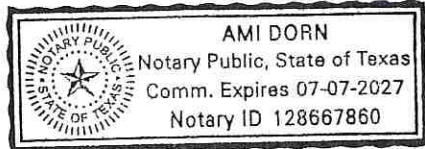
Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named  
Bill Kelley on

this the 17<sup>th</sup> day of October, 2023.

[Handwritten Signature]  
Notary Public in and for  
the State of Texas

**REQUIRED FORM**  
Bidder: Please complete this form  
and include with bid submission.



Original 121



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

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

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

September 5, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 23-048/MR) Term Contract for Road Building Materials for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

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

**BID NAME:** Term Contract for Road Building Materials for Jefferson County  
**BID NUMBER:** IFB 23-048/MR  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, October 18, 2023  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) 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 least seven (7) days prior to the bid due date at 409-835-8593.

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

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

**PUBLISH:**  
**Beaumont Enterprise:**  
September 6, 2023 & September 13, 2023



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**BID SUBMISSIONS:**

**One (1) Original and five (5) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

**Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>**

**Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.**



## SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

---

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

### 1. BIDDING.

#### 1.1 BIDS.

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

#### 1.2 AUTHORIZED SIGNATURES.

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

#### 1.3 LATE BIDS.

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

#### 1.4 WITHDRAWAL OF BID PRIOR TO 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 BID AFTER 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 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 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 office working hours of 8:00 am CT to 4:00 pm CT, 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 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

#### 4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

**The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.**

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

**All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.**

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

#### 4.8 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.

#### 4.9 WARRANTY.

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



in material, workmanship and title.

**4.10 UNIFORM COMMERCIAL CODE.**

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

**4.11 VENUE.**

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

**4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.**

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

**4.13 SILENCE OF SPECIFICATIONS.**

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

**5. 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.

**6. 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.

**7. 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 non-conformity 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.

#### **8. 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.

#### **9. 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.

#### **10. 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.

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

#### **12. 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.

#### **13. 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.



**14. 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.

**15. 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.

**16. CURRENCY.**

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

**17. 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.

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

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

**19. 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.

**20. DEFINITIONS.**

"County" – Jefferson County, Texas.

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

**21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.**

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**  
**MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS**  
**REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. \*Language as of August 31, 2022.

| THRESHOLD                                        | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | CITATION                                      |
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| >\$250,000<br>(Simplified Acquisition Threshold) | Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <a href="#">41 U.S.C. 1908</a> , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 2 CFR 200 APPENDIX II (A)                     |
| >\$10,000                                        | All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2 CFR 200 APPENDIX II (B)                     |
| None                                             | <p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of “federally assisted construction contract” in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<a href="#">30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.</a>, p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <a href="#">41 CFR part 60</a>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to</p> | 2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b) |



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|  | <p>post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> |  |
|  | <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |



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|                    | <p>such provisions will be binding upon each subcontractor or vendor. The 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:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p> |                                  |
|                    | <p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<a href="#">40 U.S.C.</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                  |
| <p>&gt;\$2,000</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>2 CFR 200 APPENDIX II (D)</p> |

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|            | <p><a href="#">3145</a>), as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 3</a>, "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 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                               |
| >\$100,000 | <p>Contract Work Hours and Safety Standards Act (<a href="#">40 U.S.C. 3701-3708</a>). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a>, as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>). Under <a href="#">40 U.S.C. 3702</a> of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <a href="#">40 U.S.C. 3704</a> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p> | 2 CFR 200 APPENDIX II (E)                     |
| None       | <p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <a href="#">37 CFR § 401.2 (a)</a> and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of <a href="#">37 CFR Part 401</a>, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2 CFR 200 APPENDIX II (F)                     |
| >\$150,000 | <p>Clean Air Act (<a href="#">42 U.S.C. 7401-7671q</a>.) and the Federal Water Pollution Control Act (<a href="#">33 U.S.C. 1251-1387</a>), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (<a href="#">42 U.S.C. 7401-7671q</a>) and the Federal Water Pollution Control Act as amended (<a href="#">33 U.S.C. 1251-1387</a>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2 CFR 200 APPENDIX II (G)                     |
| >\$25,000  | <p>Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <a href="#">2 CFR 180</a> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 CFR 200 APPENDIX II (H)                     |
| >\$100,000 | <p>Byrd Anti-Lobbying Amendment (<a href="#">31 U.S.C. 1352</a>) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2 CFR 200 APPENDIX II (I) and 24 CFR §570.303 |



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|            | connection with obtaining any Federal contract, grant or any other award covered by <a href="#">31 U.S.C. 1352</a> . 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                           |
|            | See 2 CFR §200.323.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 CFR 200 APPENDIX II (J) |
|            | See 2 CFR §200.216.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 CFR 200 APPENDIX II (K) |
|            | See 2 CFR §200.322.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 CFR 200 APPENDIX II (L) |
| >\$10,000  | A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <a href="#">40 CFR part 247</a> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2 CFR 200.323             |
| >\$100,000 | <p><i>§135.38 Section 3 clause</i><br/> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> |                           |



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|             | <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                      |
| <p>None</p> | <p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</li> </ul> <ul style="list-style-type: none"> <li>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</li> </ul> | <p>2 CFR 200.216</p> |
|             | <ul style="list-style-type: none"> <li>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</li> <li>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                      |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                           |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
|      | <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| None | <p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>                                                                                                                | 2 CFR 200.322(a)(b)(1)(2) |
| None | <p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2 CFR 200.112             |
| None | <p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p> | 2 CFR 200.336             |
| None | <p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2 CFR 200.321             |



|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
|      | <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using 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; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                |
| None | <p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p> | 2 CFR 200.334                  |
| None | <p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252,</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Texas Government Code 2252.152 |



|                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                            |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
|                                                                     | Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.                                                                                                                                                                                           |                                                            |
| >\$100,000                                                          | <p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p> | Texas Government Code 2271.002                             |
| Option Contract Language for contracts awarded prior to Grant Award | The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Optional                                                   |
|                                                                     | Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 42 U.S.C. 6201                                             |
|                                                                     | The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Section 504 of the Rehabilitation Act of 1973, as amended. |

### BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Vulcan Construction Materials LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

M. Manrique

Signature of Contractor's Authorized Official

Sales Analyst

Name and Title of Contractor's Authorized Official

10-11-23

Date

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

### DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor Vulcan Construction Materials LLC certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

M Manrique  
Signature of Contractor's Authorized Official

Sales Analyst  
Name and Title of Contractor's Authorized Official

10-11-23  
Date

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



## CIVIL RIGHTS COMPLIANCE PROVISIONS

### 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

**CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

M. Manuvel  
Signature of Contractor's Authorized Official

Sales Analyst  
Name and Title of Contractor's Authorized Official

10-11-23  
Date

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**



### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

##### Bidder is Responsible for Submitting:

**One (1) Original and five (5) Bid Copies; with all copies to include a Completed Copy of this specifications packet in its entirety.**

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

**Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.**

##### 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

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

**All submissions must be received by 11:00 am CT, Wednesday, October 18, 2023.**

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.

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

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

**COURTHOUSE SECURITY:** All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.



**COUNTY HOLIDAYS (2023):**

|                  |                     |                             |
|------------------|---------------------|-----------------------------|
| January 16       | (Monday)            | Martin Luther King, Jr. Day |
| February 20      | (Monday)            | President's Day             |
| April 7          | (Friday)            | Good Friday                 |
| May 29           | (Monday)            | Memorial Day                |
| July 4           | (Tuesday)           | Independence Day            |
| September 4      | (Monday)            | Labor Day                   |
| November 10      | (Friday)            | Veteran's Day               |
| November 23 & 24 | (Thursday & Friday) | Thanksgiving                |
| December 25 & 26 | (Monday & Tuesday)  | Christmas                   |
| January 1, 2024  | (Monday)            | New Year's                  |

**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 IFB 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 Statements of Qualifications 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.

**2. PRE-BID MEETING AND WALK-THROUGH.**

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

**3. QUESTIONS/DEADLINE FOR QUESTIONS.**

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, October 6, 2023.

**4. VENDOR REGISTRATION (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>

**In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.**

**However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.**

**BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.**

**Vulcan Materials Company** ● Active Registration

Unique Entity ID:  
**HN3CF888PSH7**

Doing Business As:  
**(blank)**

Purpose of Registration:  
**All Awards**

*Expiration Date*

**Feb 6, 2024**



CAGE/NCAGE:  
**73FC4**

Physical Address:  
**1200 Urban Ctr Dr  
Birmingham, AL 35242-2545 USA**

**Open Cases**

**VULCAN MATERIALS COMPANY** ● Active Registration

Unique Entity ID:  
**C4XGJDNI1BYG4**

Doing Business As:  
**(blank)**

Purpose of Registration:  
**All Awards**

*Expiration Date*

**Jul 26, 2024**



CAGE/NCAGE:  
**1B635**

Physical Address:  
**1200, URBAN CENTER DRIVE  
BIRMINGHAM, AL 35242-2545  
USA**



## 5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

### 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 with bid submission.

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)

A sample of a completed FORM 1295 is included on **PAGE 28**.

#### FORM 1295 Implementation Background:

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.”

**Question:** Will the date of birth and address provided appear on the TEC’s website when the form is filed?

**Answer:** No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at \*10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

#### **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 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

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2023-1083224

Date Filed:  
10/13/2023

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Vulcan Materials Company, LLC  
San Antonio, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Jefferson County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

IFB 23-048/MR  
Annual Bid

| 4 | Name of Interested Party      | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|-------------------------------|------------------------------------------|---------------------------------------|--------------|
|   |                               |                                          | Controlling                           | Intermediary |
|   | Vulcan Materials Company, LLC | Birmingham, AL United States             | X                                     |              |
|   |                               |                                          |                                       |              |
|   |                               |                                          |                                       |              |
|   |                               |                                          |                                       |              |
|   |                               |                                          |                                       |              |
|   |                               |                                          |                                       |              |
|   |                               |                                          |                                       |              |
|   |                               |                                          |                                       |              |
|   |                               |                                          |                                       |              |

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Melanie Manrique, and my date of birth is 01/31/98.

My address is PO Box 791550, San Antonio, TX, 78279, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 13 day of October, 2023.  
(month) (year)

M Manrique  
Signature of authorized agent of contracting business entity  
(Declarant)



### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

**6. MULTIPLE VENDOR AWARD.**

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

**7. 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.

**8. 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.

**9. 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.

**10. INSURANCE.**

The contractor (including any and all subcontractors as defined in Section 11.1.3 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:**

|                                                                        |             |
|------------------------------------------------------------------------|-------------|
| <b>Public Liability, including Products &amp; Completed Operations</b> | \$1,000,000 |
| <b>Excess Liability</b>                                                | \$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)

**11. WORKERS' COMPENSATION INSURANCE**

## 11.1 Definitions:

11.1.1 **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.

11.1.2 **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.

11.1.3 **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.

11.2 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.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.

11.4 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.

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

11.5.1 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

11.5.2 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.

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

11.7 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.

11.8 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.

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

11.9.1 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.

- 11.9.2 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.
  - 11.9.3 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.
  - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 11.9.4.2 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.
  - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 11.9.6 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
  - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 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.
- 11.11 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.



|                                |                            |
|--------------------------------|----------------------------|
| <b>MEMORANDUM OF INSURANCE</b> | <b>DATE</b><br>28-Dec-2022 |
|--------------------------------|----------------------------|

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=632529479>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

|                                                                                                                  |                                        |
|------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <b>PRODUCER</b><br>Marsh USA Inc.<br>("Marsh")                                                                   | <b>COMPANIES AFFORDING COVERAGE</b>    |
| <b>INSURED</b><br>Vulcan Materials Company<br>PO Box 385014<br>Birmingham<br>Alabama 35238-5014<br>United States | Co. A Old Republic Ins Co (NAIC#24147) |
|                                                                                                                  | Co. B                                  |
|                                                                                                                  | Co. C                                  |
|                                                                                                                  | Co. D                                  |
|                                                                                                                  | Co. E                                  |
|                                                                                                                  | Co. F                                  |

**COVERAGES**

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

| CO LTR                       | TYPE OF INSURANCE                                                                                             | POLICY NUMBER | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE | LIMITS                                   |                                  |
|------------------------------|---------------------------------------------------------------------------------------------------------------|---------------|-----------------------|------------------------|------------------------------------------|----------------------------------|
|                              |                                                                                                               |               |                       |                        | LIMITS IN USD UNLESS OTHERWISE INDICATED |                                  |
| A                            | GENERAL LIABILITY<br>Commercial<br>General Liability<br>Occurrence                                            | MWZY312014-23 | 01-Jan-2023           | 01-Jan-2024            | GENERAL AGGREGATE                        | 3,000,000                        |
|                              |                                                                                                               |               |                       |                        | PRODUCTS - COMP/OP AGG                   | 3,000,000                        |
|                              |                                                                                                               |               |                       |                        | PERSONAL AND ADV INJURY                  | 3,000,000                        |
|                              |                                                                                                               |               |                       |                        | EACH OCCURRENCE                          | 3,000,000                        |
|                              |                                                                                                               |               |                       |                        | FIRE DAMAGE (ANY ONE FIRE)               | INCLUDED                         |
|                              |                                                                                                               |               |                       |                        | MED EXP (ANY ONE PERSON)                 | EXCLUDED                         |
|                              |                                                                                                               |               |                       |                        | A                                        | AUTOMOBILE LIABILITY<br>Any Auto |
| BODILY INJURY (PER PERSON)   |                                                                                                               |               |                       |                        |                                          |                                  |
| BODILY INJURY (PER ACCIDENT) |                                                                                                               |               |                       |                        |                                          |                                  |
| PROPERTY DAMAGE              |                                                                                                               |               |                       |                        |                                          |                                  |
|                              | EXCESS LIABILITY                                                                                              |               |                       |                        | EACH OCCURENCE                           |                                  |
|                              |                                                                                                               |               |                       |                        | AGGREGATE                                |                                  |
| A                            | WORKERS COMPENSATION / EMPLOYERS LIABILITY<br><br>THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included | MWC312015-23  | 01-Jan-2023           | 01-Jan-2024            | WORKERS COMP LIMITS                      | Statutory                        |
|                              |                                                                                                               |               |                       |                        | EL EACH ACCIDENT                         | 1,000,000                        |
|                              |                                                                                                               |               |                       |                        | EL DISEASE - POLICY LIMIT                | 1,000,000                        |
|                              |                                                                                                               |               |                       |                        | EL DISEASE - EACH EMPLOYEE               | 1,000,000                        |
|                              |                                                                                                               |               |                       |                        |                                          |                                  |
|                              |                                                                                                               |               |                       |                        |                                          |                                  |
|                              |                                                                                                               |               |                       |                        |                                          |                                  |
|                              |                                                                                                               |               |                       |                        |                                          |                                  |



The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

| <b>MEMORANDUM OF INSURANCE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                  | <b>DATE</b><br>28-Dec-2022 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|----------------------------|
| <p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <a href="https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=632529479">https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=632529479</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>                                                                                                                                                                                                                                                                                                 |                                                                                                                  |                            |
| <b>PRODUCER</b><br>Marsh USA Inc.<br>("Marsh")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>INSURED</b><br>Vulcan Materials Company<br>PO Box 385014<br>Birmingham<br>Alabama 35238-5014<br>United States |                            |
| <p><b>ADDITIONAL INFORMATION</b><br/>General Liability is subject to \$50,000 Self-Insured Retention and includes Contractual Liability</p> <p>Named Insured includes:<br/> Vulcan Construction Materials, LLC<br/> Florida Rock Industries, Inc., its subsidiaries and affiliates<br/> RECO Transportation, LLC<br/> Azusa Rock, LLC<br/> Triangle Rock Products, LLC<br/> Calmat Co. DBA Vulcan Materials Company, Western Division<br/> Statewide Transport, LLC<br/> Southeast Division Logistics, LLC<br/> Southern Gulf Coast Division Logistics, LLC d/b/a SGC Logistics<br/> Mountain West Logistics, LLC<br/> Mideast Division Logistics, LLC<br/> Vulcan Logistics, LLC<br/> Calmat Co. DBA Shamrock Materials<br/> Aggregates USA, LLC<br/> Alliance Haulers, Inc.<br/> Atlas-Tuck Concrete, Inc.<br/> Central Concrete Supply Co., Inc.<br/> Coram Materials Corp.<br/> Custom-Crete, LLC<br/> Eagle Rock Aggregates, Inc.<br/> Heavy Materials, LLC<br/> Ingram Concrete, LLC<br/> New York Sand &amp; Stone, LLC<br/> NorCal Materials, Inc.<br/> Polaris Aggregates Inc.<br/> Redi-Mix, LLC<br/> Right Away Redy Mix Incorporated<br/> Rock Transport, Inc.<br/> Superior Concrete Materials, Inc.<br/> U.S. Concrete, Inc.<br/> USC Technologies, Inc.<br/> WMC OP, LLC</p> |                                                                                                                  |                            |
| <p><b>GENERAL LIABILITY - ADDITIONAL INSURED</b><br/>Any party with which the named insured is contractually required to include as additional insured is automatically granted such. However, coverage under the policy only applies to the extent of the coverage required by such</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                  |                            |

contractual requirement and for the limits of liability specified in such contractual requirement, but in no event for insurance not afforded by the policy nor for limits of liability in excess of the applicable limits of liability of the policy. Any insurance afforded to any such additional insured only applies to the extent permitted by law.

**AUTOMOBILE LIABILITY - ADDITIONAL INSURED**

Any party with which the named insured is contractually required to include as additional insured is automatically granted such. However, coverage under the policy only applies to the extent of the coverage required by such contractual requirement and for the limits of liability specified in such contractual requirement, but in no event for insurance not afforded by the policy nor for limits of liability in excess of the applicable limits of liability of the policy.

**GENERAL LIABILITY AND AUTOMOBILE LIABILITY - PRIMARY & NON-CONTRIBUTORY**

This insurance is primary and non-contributory where required by written contract.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

### BIDDER INFORMATION FORM

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

**Bid Number & Name:** (IFB 23-048/MR) Term Contract for Road Building Materials for Jefferson County

**Bidder's Company/Business Name:** Vulcan Construction Materials LLC

**Bidder's TAX ID Number:** 63-1211833

**If Applicable:** HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

**Contact Person:** Melanie Manrique **Title:** Sales Analyst

**Phone Number (with area code):** 210-965-0449

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

**Fax Number (with area code):** 210-524-5555

**Email Address:** manrique m @ vmcmail.com

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

PO Box 791550

Address  
San Antonio, TX 78279

City, State, Zip Code

**REQUIRED FORM**

**Bidder:** Please complete this form  
and include with bid submission.



## SECTION 4: MINIMUM SPECIFICATIONS

---

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 23-048/MR.

### **SCOPE OF PROJECT:**

Jefferson County is soliciting bids for Road Building Materials for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year with an option to renew for four (4) additional one-year terms beginning on the Date of Award.

### **INSTRUCTIONS TO BIDDERS:**

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

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

Prices may be adjusted only to reflect increases or decreases in rail rates, or as indicated on bid blank. The County shall require written verification on any increase in rail rates. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase orders will be released to the successful bidder(s) as required.

**Minimum Orders: Contractor may require minimum orders. However, Contractor MUST include Minimum Order Quantities on Bid Form.**

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

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

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

Reference is made to latest version of the Texas Department of Transportation (TXDOT) Standard Specifications for measurement of the various items bid.

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

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

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

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

|                                                                        |                                                            |             |
|------------------------------------------------------------------------|------------------------------------------------------------|-------------|
| <b>Uncoated Limestone Rock Asphalt Aggregate for Surface Treatment</b> | Item 302 Type A Grade 3                                    | 2,700 tons  |
|                                                                        | Item 302 Type A Grade 4                                    | 32,500 tons |
|                                                                        | Item 302 Type A Grade 4S                                   | 2,900 tons  |
| <b>Pre-coated Rock Asphalt Aggregates for Surface Treatment</b>        | Item 302 Type PB Grade 4                                   | 5,900 tons  |
| <b>Item 247, Flexible Base</b>                                         | Item 247 Type A Gr 1 CLA (minimum P.I. 4; maximum P.I. 10) | 6,200 tons  |
| <b>Hot Mix Cold Laid Asphaltic Concrete Pavement</b>                   | Item 8013 Type "D"                                         | 400 tons    |
| <b>Hot Mix Asphaltic Concrete Pavement</b>                             | Item 340 Type "D"                                          | 1,900 tons  |

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

Materials shall be measured by ton or by gallon, as indicated on the bid form.

**Truck Delivery:** Quote delivery via tandem dump truck or by trailer as may be required. It will be the decision of each precinct how materials are delivered. Price for delivery to the eight (8) county delivery points listed below or delivery to a job site shall be price per ton, based on mileage distance or location indicated.

|                                  |                                       |
|----------------------------------|---------------------------------------|
| Precinct 1 Stockpile Yard        | 205 Hwy 90, China, TX 77613           |
| Precinct 2 Rock Yard             | 9550 Viterbo Road, Beaumont, TX 77705 |
| Precinct 2 LaBelle Yard          | 12911 Hwy 365, Beaumont, TX 77705     |
| Precinct 2 Maintenance Yard      | 7759 Viterbo Road, Beaumont, TX 77705 |
| Precinct 3 Stockpile Yard        | 24420 Hwy 124, Hamshire, TX 77622     |
| Precinct 4 Stockpile Yard        | 9059 Boyt Road, Beaumont, TX 77713    |
| Precinct 4 Service Center        | 7780 Boyt Road, Beaumont, TX 77713    |
| Precinct 4 Hebert Service Center | 2202 Hebert Rd, Beaumont, TX 77705    |

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

Texas State Department of Transportation Standard Specification (Latest Version), with the exceptions noted below, shall define the materials in this Invitation for Bid Specification.

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



**CMD-9000-002 ASPHALTIC CONCRETE PATCHING MATERIAL  
(STOCKPILE STORAGE)**

**Description**

This material is to be manufactured using a special cutback material (SCMI). This specification shall govern for an asphaltic concrete mixture intended primarily as a cool to cold weather stockpile patching mix for maintenance. It shall remain workable in the stockpile for several months and have good adhesion to wet surfaces. The length of satisfactory stockpiling and the lowest temperature at which it can be used will vary according to the type and grade of asphaltic binder specified. It is primarily a crushed stone asphaltic concrete with asphalt additives.

**Materials**

SCM I (Special Cutback Material I) shall meet the following requirements. SCM I recommended Aggregate II only.

**Tests on SCM I:**

|                                                                                                     |              |
|-----------------------------------------------------------------------------------------------------|--------------|
| Flash Point (Test Method Tex-512-C):                                                                | 79°C Minimum |
| Water (Test Method Tex-501C):                                                                       | 0.2% Maximum |
| Kinematic Viscosity at 60C, cSt (Test Method Tex-529-C):                                            | 500 to 1,000 |
| Distillation (Test Method Tex-515-C), expressed as a percent by volume of total distillate to 360C. |              |

|                           | Minimum | Maximum |
|---------------------------|---------|---------|
| Off at 225C               | 0       | 0       |
| Off at 260C               | 0       | 0.5     |
| Off at 315C               | 20      | 60      |
| Residue at 360C, Volume % | 76      |         |

**Tests on Distillation Residue:**

|                                                          |                |
|----------------------------------------------------------|----------------|
| Penetration at 25C, 150g, 5 sec. <sup>1</sup>            | 180 Minimum    |
| Ductility at 4C, 1 cm/min (Test Method Tex-503-C):       | 100 cm Minimum |
| Solubility in Trichloroethylene (Test Method Tex-507-C): | 99% Minimum    |

Asphaltic Additives. One or more asphaltic additives to prevent stripping of the asphalt from the aggregate in the presence of water and promote bonding to damp or wet surfaces shall be incorporated into the mixture. The additive(s) shall be added to the asphalt material at the point of origin or be metered in at the mix plant to provide a uniform concentration of the agent(s). The type and amount of additive(s) used will be approved by the Engineer in the design stage based on the resistance to stripping, as described in Article 3, "Properties of the Mixture" and desired bonding and workability characteristics.

Distillate: When an MC-800 is designated as the asphaltic material to be used, the Engineer may also direct that distillate in amounts not to exceed five percent by weight of the MC-800 be added in order to extend stockpile life and improve cold weather workability. The distillate shall meet the requirements for No. 1 and No. 2 diesel, ASTM D-975, Standard Specification for Diesel Fuel Oils, with the exception that the maximum water content shall not be greater than 0.2 percent.

<sup>1</sup> ASTM D-5 procedure except using cone conforming to ASTM D-217. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and water decanted from top of sample before transferring from the bath to the penetrometer.



The distillate shall be metered into the mix plant separately from the MC-800, or with the permission of the Engineer, may be blended with the MC-800.

Aggregate: The aggregate shall meet the requirements for aggregate as specified in Item 334, "Hot Mix – Cold Laid Asphaltic Concrete Pavement."

#### Properties of the Mixture:

General Testing: When tested according to standard Department Test Methods, the mixture shall comply with the following requirements:

|                                                                                                                                       | Minimum         | Maximum |
|---------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------|
| Asphalt Content, exclusive of volatiles, percent by weight                                                                            | 3.0             | 7.0     |
| Hydrocarbon Volatile Content of mix, percent by weight                                                                                | 0.3             | 1.0     |
| Moisture Content of mix (the requirement does not apply to mixtures produced at mixing temperatures of 79C or less) percent by weight |                 | 2.0     |
| Hveem Stability at 60C, percent (cured and molded in accordance with Test Method Tex-206-F)                                           | 35 <sup>2</sup> |         |

Mixture Design and Aggregate Gradation: One or more of the gradation types specified in Item 334, "Hot Mix – Cold Laid Concrete Pavement" for optimum density mixtures, or of the open mixture gradations shown below shall be designated by the Engineer on the plans or requisition.

For mixtures to be produced with Item 334, "Hot Mix – Cold Laid Concrete Pavement" gradation, the mixture should be designated in accordance with Test Method Tex-204-F and asphalt content selected to result in laboratory density as follows:

| Density (Percent) |         |         |
|-------------------|---------|---------|
| Minimum           | Maximum | Optimum |
| 93.5              | 96.5    | 95.0    |

For mixtures to be produced with Gradation II below, the Engineer shall select the asphalt content within the range specified under "Asphalt Content" above:

| Sieve Size        | % Passing<br>(by weight) |
|-------------------|--------------------------|
| ¾"                |                          |
| ½"                | 100                      |
| 3/8"              | 95 – 100                 |
| No. 4             | 17 – 40                  |
| No. 10            | 2 – 15                   |
| No. 40            | –                        |
| No. 80            | –                        |
| No 200            | 0 – 3                    |
| AC % <sup>3</sup> | 4.5 – 6.5                |

Resistance to Water Damage: The as-received mix shall be evaluated for resistance to water damage by soaking a 100 gram representative sample of the total mixture in 200 milliliter (ml) of distilled or de-ionized water at 60 +/- 1C for 24 +/- 2 hours. The soaking test shall be accomplished in a glass beaker of

<sup>2</sup> The requirements for Hveem Stability are applicable to mixtures with Item 344, "Hot Mix – Cold Laid Asphaltic Concrete Pavement" gradations only.

<sup>3</sup> Recommended asphalt content range.

approximately 400 ml. Upon completion of the 24-hour soaking period, the mixture shall be evaluated while submerged in the testing water. The material shall show no visible evidence of stripping.

**Preparation of Mixture:**

The mixture shall be plant mixed. All production equipment shall meet the requirements of Item 334, "Hot Mix – Cold Laid Concrete Pavement." The asphaltic material shall be heated in accordance with Article 300.3, "Storage, Heating and Application Temperatures." The application temperature for SCM I and SCM II shall be 170F (76C) to 200F (93C) unless otherwise specified by the material supplier. The temperature of the bituminous mixture at the point of discharge from the mixer and the temperature of the aggregate, when mixed with bituminous material, shall not exceed 200F (93C) unless otherwise approved by the Engineer. The mixture shall be mixed until all of the aggregate is uniformly coated.

OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

Vulcan Construction Materials LLC  
Company Name

For clarification of this offer, contact:

PO Box 791550  
Address

Melanie Manrique Sales Analyst  
Name & Title

San Antonio TX 78279  
City State Zip

210-905-6449 210-524-5555  
Phone Fax

M Manrique  
Signature of Person Authorized to Sign

manrique.m@vmcmail.com  
E-mail

Melanie Manrique  
Printed Name

Sales Analyst  
Title

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**



**ACCEPTANCE OF OFFER**

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The Offer is hereby accepted for the following items: Road Building Materials for a Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 23-048/MR, Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

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**Jeff R. Branick, County Judge**  
**JEFFERSON COUNTY, TEXAS**

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**Date**

**ATTEST:**

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**Roxanne Acosta Hellberg, County Clerk**  
**JEFFERSON COUNTY, TEXAS**

---

**Date**

**BID FORM**

**1. Rock Asphalt Item 302 - Truck Delivery**

| Description                                                               | Location                 |                          |                          |                          |                          |                          |                          |                          |
|---------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
|                                                                           | 205 Hwy 90               | 9550 Viterbo Rd.         | 12911 Hwy 365            | 7759 Viterbo Rd.         | 24420 Hwy 124            | 9059 Boyt Rd.            | 7780 Boyt Rd.            | 2202 Hebert Rd.          |
| <b>Uncoated Limestone Rock Asphalt Aggregate for Surface Treatments:</b>  |                          |                          |                          |                          |                          |                          |                          |                          |
| 1. Item 302 Type B Grade 3, Non-Lightweight                               | \$ <u>NB</u> per ton     | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         |
| 2. Item 302 Type B Grade 4                                                | \$ <u>NB</u> per ton     | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         |
| 3. Item 302 Type B Grade 4S                                               | \$ <u>NB</u> per ton     | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         |
| <b>Precoated Limestone Rock Asphalt Aggregate for Surface Treatments:</b> |                          |                          |                          |                          |                          |                          |                          |                          |
| 1. Item 302 Type PB Grade 3, <del>Non-Lightweight</del>                   | \$ <u>120.08</u> per ton | \$ <u>132.08</u> per ton | \$ <u>129.20</u> per ton | \$ <u>132.56</u> per ton | \$ <u>126.80</u> per ton | \$ <u>129.20</u> per ton | \$ <u>129.20</u> per ton | \$ <u>131.60</u> per ton |
| 2. Item 302 Type PB Grade 4                                               | \$ <u>120.08</u> per ton | \$ <u>132.08</u> per ton | \$ <u>129.20</u> per ton | \$ <u>132.56</u> per ton | \$ <u>126.80</u> per ton | \$ <u>129.20</u> per ton | \$ <u>129.20</u> per ton | \$ <u>131.60</u> per ton |
| 3. Item 302 Type PB Grade 4S                                              | \$ <u>120.08</u> per ton | \$ <u>132.08</u> per ton | \$ <u>129.20</u> per ton | \$ <u>132.56</u> per ton | \$ <u>126.80</u> per ton | \$ <u>129.20</u> per ton | \$ <u>129.20</u> per ton | \$ <u>131.60</u> per ton |

2. Rock Asphalt Item 302- Railroad Delivery

| Description                                                        | 205 Hwy 90               | 9550 Viterbo Rd.         | 12911 Hwy 365            | 7759 Viterbo Rd.         | 24420 Hwy 124            | 9059 Boyt Rd.            | 7780 Boyt Rd.            | 2202 Hebert Rd.          |
|--------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Uncoated Limestone Rock Asphalt Aggregate for Surface Treatments:  |                          |                          |                          |                          |                          |                          |                          |                          |
| Item 302 Type B Grade 3, Non-Lightweight                           | \$ <u>NB</u> per ton     | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         |
| Item 302 Type B Grade 4                                            | \$ <u>NB</u> per ton     | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         |
| Item 302 Type B Grade 4S                                           | \$ <u>NB</u> per ton     | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         | \$ _____ per ton         |
| Precoated Limestone Rock Asphalt Aggregate for Surface Treatments: |                          |                          |                          |                          |                          |                          |                          |                          |
| Item 302 Type PB Grade 3, Non-Lightweight                          | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton |
| Item 302 Type PB Grade 4                                           | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton |
| Item 302 Type PB Grade 4S                                          | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton | \$ <u>110.66</u> per ton |

MINIMUM 4,000 ton Delivery



3. Flexible Base, Item 247, Type A, Grade 1-2 (Minimum P.I. 4 – Maximum P.I. 10)

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site

|    | Distance      | Vehicle Type            |                         |
|----|---------------|-------------------------|-------------------------|
|    |               | Tandem Dump             | Trailer                 |
| 1. | 1 - 10 Miles  | \$ <u>6.50</u> per ton  | \$ <u>6.50</u> per ton  |
| 2. | 11 - 20 Miles | \$ <u>8.50</u> per ton  | \$ <u>8.50</u> per ton  |
| 3. | 21 - 30 Miles | \$ <u>10.25</u> per ton | \$ <u>10.25</u> per ton |
| 4. | 31+ Miles     | \$ <u>11.50</u> per ton | \$ <u>11.50</u> per ton |

B. Delivery to Storage Yard

|              |  | Location                |                         |                         |                         |                         |                         |                         |                         |
|--------------|--|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Vehicle Type |  | 205 Hwy 90              | 9550 Viterbo Rd.        | 12911 Hwy 365           | 7759 Viterbo Rd.        | 24420 Hwy 124           | 9059 Boyt Rd.           | 7780 Boyt Rd.           | 2202 Hebert Rd.         |
| Tandem Dump  |  | \$ <u>46.75</u> per ton | \$ <u>45.75</u> per ton | \$ <u>45.25</u> per ton | \$ <u>44.25</u> per ton | \$ <u>48.25</u> per ton | \$ <u>46.00</u> per ton | \$ <u>46.00</u> per ton | \$ <u>44.00</u> per ton |
| Trailer      |  | \$ <u>46.75</u> per ton | \$ <u>47.75</u> per ton | \$ <u>45.25</u> per ton | \$ <u>44.25</u> per ton | \$ <u>48.25</u> per ton | \$ <u>46.00</u> per ton | \$ <u>46.00</u> per ton | \$ <u>44.00</u> per ton |

**C. Hopper Pick Up**

| Location    | Address                       | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|-------------------------------|---------------------------|---------------------------|
| Beaumont    | 1399 Carroll Street, Beaumont | 7-4                       | \$38                      |
| Port Neches |                               |                           |                           |
| Port Arthur |                               |                           |                           |
| Other       |                               |                           |                           |
| Other       |                               |                           |                           |

**4. Flexible Base, Item 247, Type D, Crushed Concrete, Grade 1-2 (Minimum P.I. 4 – Maximum P.I. 10)**

NO BID

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

**A. Delivery to Job Site**

|                  | Distance | Vehicle Type     |                  |
|------------------|----------|------------------|------------------|
|                  |          | Tandem Dump      | Trailer          |
| 1. 1 - 10 Miles  |          | \$ _____ per ton | \$ _____ per ton |
| 2. 11 - 20 Miles |          | \$ _____ per ton | \$ _____ per ton |
| 3. 21 - 30 Miles |          | \$ _____ per ton | \$ _____ per ton |
| 4. 31+ Miles     |          | \$ _____ per ton | \$ _____ per ton |

**B. Delivery to Storage Yard**

| Vehicle Type | Location      |                  |               |                  |               |               |               |                 |
|--------------|---------------|------------------|---------------|------------------|---------------|---------------|---------------|-----------------|
|              | 205 Hwy 90    | 9550 Viterbo Rd. | 12911 Hwy 365 | 7759 Viterbo Rd. | 24420 Hwy 124 | 9059 Boyt Rd. | 7780 Boyt Rd. | 2202 Hebert Rd. |
| Tandem Dump  | \$<br>per ton | \$<br>per ton    | \$<br>per ton | \$<br>per ton    | \$<br>per ton | \$<br>per ton | \$<br>per ton | \$<br>per ton   |
| Trailer      | \$<br>per ton | \$<br>per ton    | \$<br>per ton | \$<br>per ton    | \$<br>per ton | \$<br>per ton | \$<br>per ton | \$<br>per ton   |

**C. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |



5. DMS 9202 Gradation IV Asphaltic Patching Material (Stockpile Storage)

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site

|    | Distance      | Vehicle Type     |                  |
|----|---------------|------------------|------------------|
|    |               | Tandem Dump      | Trailer          |
| 1. | 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton |
| 2. | 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3. | 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4. | 31+ Miles     | \$ _____ per ton | \$ _____ per ton |

B. Delivery to Storage Yard

| Vehicle Type | Location         |                  |                  |                  |                  |                  |                  |                  |
|--------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
|              | 205 Hwy 90       | 9550 Viterbo Rd. | 12911 Hwy 365    | 7759 Viterbo Rd. | 24420 Hwy 124    | 9059 Boyt Rd.    | 7780 Boyt Rd.    | 2202 Hebert Rd.  |
| Tandem Dump  | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| Trailer      | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

**C. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

**6. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)**

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

**A. Delivery to Job Site**

|    | Distance      | Vehicle Type     |                  |
|----|---------------|------------------|------------------|
|    |               | Tandem Dump      | Trailer          |
| 1. | 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton |
| 2. | 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3. | 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4. | 31+ Miles     | \$ _____ per ton | \$ _____ per ton |

**B. Delivery to Storage Yard**

|              |               | Location         |               |                  |               |               |               |                 |  |
|--------------|---------------|------------------|---------------|------------------|---------------|---------------|---------------|-----------------|--|
| Vehicle Type | 205 Hwy 90    | 9550 Viterbo Rd. | 12911 Hwy 365 | 7759 Viterbo Rd. | 24420 Hwy 124 | 9059 Boyt Rd. | 7780 Boyt Rd. | 2202 Hebert Rd. |  |
| Tandem Dump  | \$<br>per ton | \$<br>per ton    | \$<br>per ton | \$<br>per ton    | \$<br>per ton | \$<br>per ton | \$<br>per ton | \$<br>per ton   |  |
| Trailer      | \$<br>per ton | \$<br>per ton    | \$<br>per ton | \$<br>per ton    | \$<br>per ton | \$<br>per ton | \$<br>per ton | \$<br>per ton   |  |

**C. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |



NO BID

7. Hot Mix Cold Laid Asphalt Concrete Pavement, Item 8013, Type D (Patching Material)

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site

|    | Distance      | Vehicle Type     |                  |
|----|---------------|------------------|------------------|
|    |               | Tandem Dump      | Trailer          |
| 1. | 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton |
| 2. | 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3. | 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4. | 31+ Miles     | \$ _____ per ton | \$ _____ per ton |

B. Delivery to Storage Yard

| Vehicle Type | Location         |                  |                  |                  |                  |                  |                  |                  |
|--------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
|              | 205 Hwy 90       | 9550 Viterbo Rd. | 12911 Hwy 365    | 7759 Viterbo Rd. | 24420 Hwy 124    | 9059 Boyt Rd.    | 7780 Boyt Rd.    | 2202 Hebert Rd.  |
| Tandem Dump  | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| Trailer      | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

**C. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

**8. Cement Stabilized Base, Item 276 Plant Mixed, Crushed Limestone**

*NO BID*

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

**A. Delivered to Job Site**

| Distance        | Description      |                  |                  |                  |
|-----------------|------------------|------------------|------------------|------------------|
|                 | 1 ½ Sack/Ton     | 2 Sack/Ton       | 3 Sack/Ton       | 4 Sack/Ton       |
| 1 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 2 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 3 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 4 31+ Miles     | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

**B. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

9. Cement Stabilized Base, Item 276 Plant Mixed, Crushed Concrete

*NO BID*

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

**A. Delivered to Job Site**

| Distance        | Description      |                  |                  |                  |
|-----------------|------------------|------------------|------------------|------------------|
|                 | 1 ½ Sack/Ton     | 2 Sack/Ton       | 3 Sack/Ton       | 4 Sack/Ton       |
| 1 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 2 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 3 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 4 31+ Miles     | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |



**B. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

**10. Cement Stabilized Sand, Item 400, Plant Mixed**

*NO BID*

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

**A. Delivered to Job Site**

| Distance        | Description      |                  |                  |                  |
|-----------------|------------------|------------------|------------------|------------------|
|                 | 1 ½ Sack/Ton     | 2 Sack/Ton       | 3 Sack/Ton       | 4 Sack/Ton       |
| 1 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 2 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 3 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 4 31+ Miles     | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

**B. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

**11. Flowable Backfill, Item 401**

*NO BWD*

**Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.**

| Distance         | Cost              |
|------------------|-------------------|
| 1. 1 - 10 Miles  | \$ _____ per C.Y. |
| 2. 11 - 20 Miles | \$ _____ per C.Y. |
| 3. 21 - 30 Miles | \$ _____ per C.Y. |
| 4. 31+ Miles     | \$ _____ per C.Y. |

NO BID

12. Dense-Graded Hot Mix Asphalt, Item 340. Gradation D, PG64-22, Max 20% RAP, No RAP

Hopper Pick Up

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

NO BID

13. Dense-Graded Hot Mix Asphalt, Item 340. Gradation F, PG64-22, Max 20% RAP, No RAP

Hopper Pick Up

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |



14. Hydraulic Concrete Cement, Item 421 **NO BUD**

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

A. Delivered to Job Site

| Distance        | Description       |                  |                   |
|-----------------|-------------------|------------------|-------------------|
|                 | Item 421, Type A  | Item 421, Type B | Item 421, Type S6 |
| 1 1 - 10 Miles  | \$ _____ per C.Y. | \$ _____ per C.Y | \$ _____ per C.Y  |
| 2 11 - 20 Miles | \$ _____ per C.Y  | \$ _____ per C.Y | \$ _____ per C.Y  |
| 3 21 - 30 Miles | \$ _____ per C.Y  | \$ _____ per C.Y | \$ _____ per C.Y  |
| 4 31+ Miles     | \$ _____ per C.Y  | \$ _____ per C.Y | \$ _____ per C.Y  |

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

### VENDOR REFERENCES FORM

Bidder: 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.

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**

**REFERENCE ONE**

Government/Company Name: City of Groves

Address: PO Box 846, Groves, TX 77619

Contact Person and Title: Joey Breau

Phone: 409-962-4471 Fax: \_\_\_\_\_

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

Scope of Work: city base projects

**REFERENCE TWO**

Government/Company Name: City of Orange

Address: 403 W green, orange, TX 77630

Contact Person and Title: Timmy Campbell

Phone: 409-988-7335 Fax: \_\_\_\_\_

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

Scope of Work: yard maintenance

**REFERENCE THREE**

Government/Company Name: City of Nederland

Address: PO Box 967, Nederland, TX 77627

Contact Person and Title: Larry Graves

Phone: 409-723-1515 Fax: \_\_\_\_\_

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

Scope of Work: city base projects

SIGNATURE PAGE

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

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

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

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

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

|                                          |                         |
|------------------------------------------|-------------------------|
| <u>Vulcan Construction Materials LLC</u> | <u>M manrique</u>       |
| Bidder (Entity Name)                     | Signature               |
| <u>Po Box 791550</u>                     | <u>Melanie Manrique</u> |
| Street & Mailing Address                 | Print Name              |
| <u>San Antonio, TX 78279</u>             | <u>10-11-23</u>         |
| City, State & Zip                        | Date Signed             |
| <u>210-905-0449</u>                      | <u>210-524-5555</u>     |
| Telephone Number                         | Fax Number              |
| <u>manrique m (@) vmcmail.com</u>        |                         |
| E-mail Address                           |                         |

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

|                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><u>M. Manrique</u><br/> <b>Signature of Contractor's Authorized Official</b></p> <p><u>Sales Analyst</u><br/> <b>Name and Title of Contractor's Authorized Official (Please Print)</b></p> <p><u>10-11-23</u><br/> <b>Date</b></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**CONFLICT OF INTEREST QUESTIONNAIRE**

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br>For vendor doing business with local governmental entity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                         | <b>FORM CIQ</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------|
| <p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>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).</small></p> <p><small>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.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>OFFICE USE ONLY</b><br>Date Received |                 |
| <p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="font-size: 1.2em; margin-left: 20px;"><i>Vulcan Construction Materials, LLC</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                         |                 |
| <p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em; margin-left: 20px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                         |                 |
| <p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; font-size: 1.5em; margin-left: 100px;"><i>NONE</i></p> <p style="text-align: center; font-size: 0.8em; margin-left: 100px;">Name of Officer</p> <p style="font-size: 0.8em; margin-left: 20px;">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 style="font-size: 0.8em; margin-left: 20px;">A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p style="font-size: 0.8em; margin-left: 20px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p style="font-size: 0.8em; margin-left: 20px;">C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p style="font-size: 0.8em; margin-left: 20px;">D. Describe each employment or business and family relationship with the local government officer named in this section.</p> |                                         |                 |
| <p><b>4</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p style="font-size: 1.2em; margin-left: 20px;"><i>m manriquez</i></p> <p style="font-size: 0.8em; margin-left: 20px;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: 1.2em; margin-left: 20px;"><i>10-11-23</i></p> <p style="font-size: 0.8em; margin-left: 20px;">Date</p> </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                         |                 |

Adopted 8/7/2015

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

**NOT APPLICABLE**

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

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**



### GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

Yes  No

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

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

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

*Self performing supplier*

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.

Melanie Marnique  
Printed Name of Authorized Representative

M Marnique  
Signature

Sales Analyst  
Title

10-11-23  
Date

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

### NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

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

Yes  No

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

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

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

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

Project Title & 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: \_\_\_\_\_

Melanie Manrique  
Printed Name of Contractor Representative

m manrique  
Signature of Representative

10-11-23  
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.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**





HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

N/A

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.

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 3 OF 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**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): Melanie Manrique

Title: Sales Analyst

Signature: m manrique

Date: 10-11-23

E-mail address: manrique m @ vmcmail.com

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

Name (print or type): Jennifer Flagg

Title: Credit Manager

Date: 10-11-23

E-mail address: flagg j @ vmcmail.com

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



**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) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Vulcan Construction Materials LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

|                                                                                                               |                                      |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Taxpayer Identification Number (T.I.N.):                                                                      | 63-1211833                           |
| Company Name submitting bid/proposal:                                                                         | Vulcan Construction Materials, LLC   |
| Mailing address:                                                                                              | PO Box 791550, San Antonio, TX 78279 |
| If you are an individual, list the names and addresses of any partnership of which you are a general partner: |                                      |
|                                                                                                               |                                      |

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

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

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

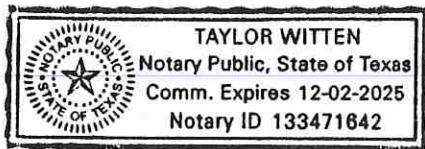
M Manrique  
Signature of Company Representative

10-11-23  
Date

On this 11 day of October, 2023, personally appeared

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

Notary Seal [Signature]  
Notary Signature



10/11/2023  
Date

REQUIRED FORM  
Bidder: Please complete this form and include with bid submission.

**SENATE BILL 252 CERTIFICATION**

---

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

Vulcan Construction Materials LLC

**Company Name**

23-048/MR

**IFB/RFP/RFQ number**

**Certification check performed by:**

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

\_\_\_\_\_  
**Date**



BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Bexar

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

on this day personally appeared Melanie Manrique, who  
(name)

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

"I, Melanie Manrique am a duly authorized officer of/agent  
(name)  
for Vulcan Construction Materials LLC and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Vulcan Construction Materials LLC  
(name of firm)

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

Name and address of Bidder: Vulcan Construction Materials LLC  
Po Box 791550, San Antonio, TX 78279

Fax: 210-524-3555 Telephone# 210-965-0499

by: Melanie Manrique Title: Sales Analyst  
(print name)

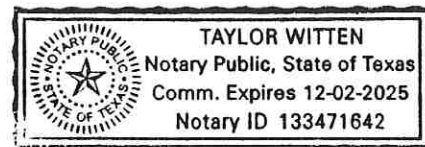
Signature: M Manrique

SUBSCRIBED AND SWORN to before me by the above-named  
Melanie Manrique on

this the 11 day of October, 2023.

Taylor Witten  
Notary Public in and for  
the State of Texas

**REQUIRED FORM**  
Bidder: Please complete this form  
and include with bid submission.





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

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

OFFICE MAIN: (409) 835-8593  
 FAX: (409) 835-8456

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

September 5, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 23-048/MR) Term Contract for Road Building Materials for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

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

**BID NAME:** Term Contract for Road Building Materials for Jefferson County  
**BID NUMBER:** IFB 23-048/MR  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, October 18, 2023  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) 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 least seven (7) days prior to the bid due date at 409-835-8593.

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

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

*Deborah Clark*

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

|                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------|
| <p><b>PUBLISH:</b><br/> <b>Beaumont Enterprise:</b><br/>         September 6, 2023 &amp; September 13, 2023</p> |
|-----------------------------------------------------------------------------------------------------------------|



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**BID SUBMISSIONS:**

One (1) Original and five (5) Bid Copies; with all copies to include a Completed Copy of this specifications packet, **in its entirety.**

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

**Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.**



## SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

---

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

### 1. BIDDING.

#### 1.1 BIDS.

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

#### 1.2 AUTHORIZED SIGNATURES.

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

#### 1.3 LATE BIDS.

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

#### 1.4 WITHDRAWAL OF BID PRIOR TO 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 BID AFTER 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 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 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 office working hours of 8:00 am CT to 4:00 pm CT, 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 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

#### 4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

**The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.**

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

**All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.**

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

#### 4.8 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.

#### 4.9 WARRANTY.

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



in material, workmanship and title.

**4.10 UNIFORM COMMERCIAL CODE.**

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

**4.11 VENUE.**

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

**4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.**

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

**4.13 SILENCE OF SPECIFICATIONS.**

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

**5. 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.

**6. 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.

**7. 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 non-conformity 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.

**8. 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.

**9. 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.

**10. 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.

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

**12. 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.

**13. 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.



**14. 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.

**15. 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.

**16. CURRENCY.**

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

**17. 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.

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

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

**19. 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.

**20. DEFINITIONS.**

"County" – Jefferson County, Texas.

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

**21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.**

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.



**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS  
REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. \*Language as of August 31, 2022.

| THRESHOLD                                                   | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | CITATION                                             |
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| <p>&gt;\$250,000<br/>(Simplified Acquisition Threshold)</p> | <p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <a href="#">41 U.S.C. 1908</a>, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>2 CFR 200 APPENDIX II (A)</p>                     |
| <p>&gt;\$10,000</p>                                         | <p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>2 CFR 200 APPENDIX II (B)</p>                     |
| <p>None</p>                                                 | <p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of "federally assisted construction contract" in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<a href="#">30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.</a>, p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <a href="#">41 CFR part 60</a>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to</p> | <p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p> |

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|  | <p>post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that</p> |  |
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|                    | <p>such provisions will be binding upon each subcontractor or vendor. The 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:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p> |                                      |
| <p>&gt;\$2,000</p> | <p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<a href="#">40 U.S.C.</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>2 CFR 200<br/>APPENDIX II (D)</p> |



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|            | <p><a href="#">3145</a>), as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 3</a>, "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 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                               |
| >\$100,000 | <p>Contract Work Hours and Safety Standards Act (<a href="#">40 U.S.C. 3701-3708</a>). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a>, as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>). Under <a href="#">40 U.S.C. 3702</a> of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <a href="#">40 U.S.C. 3704</a> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p> | 2 CFR 200 APPENDIX II (E)                     |
| None       | <p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <a href="#">37 CFR § 401.2 (a)</a> and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of <a href="#">37 CFR Part 401</a>, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2 CFR 200 APPENDIX II (F)                     |
| >\$150,000 | <p>Clean Air Act (<a href="#">42 U.S.C. 7401-7671g</a>.) and the Federal Water Pollution Control Act (<a href="#">33 U.S.C. 1251-1387</a>), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (<a href="#">42 U.S.C. 7401-7671g</a>) and the Federal Water Pollution Control Act as amended (<a href="#">33 U.S.C. 1251-1387</a>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2 CFR 200 APPENDIX II (G)                     |
| >\$25,000  | <p>Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <a href="#">2 CFR 180</a> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 CFR 200 APPENDIX II (H)                     |
| >\$100,000 | <p>Byrd Anti-Lobbying Amendment (<a href="#">31 U.S.C. 1352</a>) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2 CFR 200 APPENDIX II (I) and 24 CFR §570.303 |

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|            | connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u> . 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                           |
|            | See 2 CFR §200.323.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 CFR 200 APPENDIX II (J) |
|            | See 2 CFR §200.216.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 CFR 200 APPENDIX II (K) |
|            | See 2 CFR §200.322.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 CFR 200 APPENDIX II (L) |
| >\$10,000  | A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 2 CFR 200.323             |
| >\$100,000 | <p><i>§135.38 Section 3 clause</i><br/> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> |                           |



|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                      |
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|             | <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                      |
| <p>None</p> | <p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</li> </ul> <ul style="list-style-type: none"> <li>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</li> <li>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</li> <li>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</li> </ul> | <p>2 CFR 200.216</p> |



|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                           |
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|      | <p>(b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <u>Public Law 115-232</u>, section 889 for additional information.</p> <p>(d) See also <u>§ 200.471</u>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                           |
| None | <p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>                                                                                                                | 2 CFR 200.322(a)(b)(1)(2) |
| None | <p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2 CFR 200.112             |
| None | <p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p> | 2 CFR 200.336             |
| None | <p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2 CFR 200.321             |

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                       |
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|             | <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using 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; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                       |
| <p>None</p> | <p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p> | <p>2 CFR 200.334</p>                  |
| <p>None</p> | <p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252,</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>Texas Government Code 2252.152</p> |



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|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
|                                                                     | Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.                                                                                                                                                                                           |                                                            |
| >\$100,000                                                          | <p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p> | Texas Government Code 2271.002                             |
| Option Contract Language for contracts awarded prior to Grant Award | The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Optional                                                   |
|                                                                     | Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 42 U.S.C. 6201                                             |
|                                                                     | The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Section 504 of the Rehabilitation Act of 1973, as amended. |



**BYRD ANTI-LOBBYING CERTIFICATION**

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor WALKER COUNTY ASPHALT, INC. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

REID DAWSON VICE PRESIDENT  
Name and Title of Contractor's Authorized Official

10/3/2023  
Date

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**DEBARMENT/SUSPENSION CERTIFICATION**

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor WALLER COUNTY ASPHALT, INC. certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

REID DAWSON VICE PRESIDENT

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

10/3/2023

\_\_\_\_\_  
Date

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**



## CIVIL RIGHTS COMPLIANCE PROVISIONS

### 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:



**CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

BRAD DAWSON VICE PRESIDENT

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

10/3/2023

\_\_\_\_\_  
Date

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

##### **Bidder is Responsible for Submitting:**

**One (1) Original and five (5) Bid Copies; with all copies to include a Completed Copy of this specifications packet in its entirety.**

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

**Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.**

##### **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

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

**All submissions must be received by 11:00 am CT, Wednesday, October 18, 2023.**

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.

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

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

**COURTHOUSE SECURITY:** All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days. In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.



**COUNTY HOLIDAYS (2023):**

|                  |                     |                             |
|------------------|---------------------|-----------------------------|
| January 16       | (Monday)            | Martin Luther King, Jr. Day |
| February 20      | (Monday)            | President's Day             |
| April 7          | (Friday)            | Good Friday                 |
| May 29           | (Monday)            | Memorial Day                |
| July 4           | (Tuesday)           | Independence Day            |
| September 4      | (Monday)            | Labor Day                   |
| November 10      | (Friday)            | Veteran's Day               |
| November 23 & 24 | (Thursday & Friday) | Thanksgiving                |
| December 25 & 26 | (Monday & Tuesday)  | Christmas                   |
| January 1, 2024  | (Monday)            | New Year's                  |

**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 IFB 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 Statements of Qualifications 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.

**2. PRE-BID MEETING AND WALK-THROUGH.**

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

**3. QUESTIONS/DEADLINE FOR QUESTIONS.**

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, October 6, 2023.

**4. VENDOR REGISTRATION (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>

**In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.**

**However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.**



**BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.**

## 5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

### 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 with bid submission.

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)

A sample of a completed FORM 1295 is included on **PAGE 28**.

#### FORM 1295 Implementation Background:

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.”

**Question:** Will the date of birth and address provided appear on the TEC’s website when the form is filed?

**Answer:** No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at \*10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

#### 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 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

**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Waller County Asphalt, Inc.  
Hempstead, TX United States

Certificate Number:  
2023-1078786

Date Filed:  
10/03/2023

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Jefferson County

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

IFB 23-048/MR  
Road Materials

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|------------------------------------------|---------------------------------------|--------------|
|   |                          |                                          | Controlling                           | Intermediary |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |

5 Check only if there is NO Interested Party.

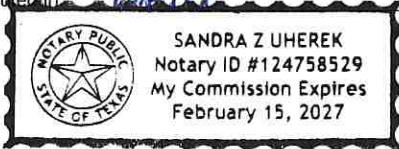
**6 UNSWORN DECLARATION**

My name is REID DAWSON, and my date of birth is 10/15/1975.

My address is 22010 FAIRGROUNDS RD., HEMPSTEAD, TEXAS 77445, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in WALLER County, State of TEXAS, on the 3 day of OCTOBER, 2023.  
(month) (year)



Sandra Z. Uherek  
Signature of authorized agent of contracting business entity (Declarant)

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

**6. MULTIPLE VENDOR AWARD.**

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

**7. 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.

**8. 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.

**9. 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.

**10. INSURANCE.**

The contractor (including any and all subcontractors as defined in Section 11.1.3 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:**

|                                                                        |             |
|------------------------------------------------------------------------|-------------|
| <b>Public Liability, including Products &amp; Completed Operations</b> | \$1,000,000 |
| <b>Excess Liability</b>                                                | \$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)

**11. WORKERS' COMPENSATION INSURANCE**

## 11.1 Definitions:

- 11.1.1 **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.
- 11.1.2 **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.
- 11.1.3 **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.

11.2 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.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.

11.4 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.

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

11.5.1 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

11.5.2 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.

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

11.7 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.

11.8 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.

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

11.9.1 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.



- 11.9.2 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.
  - 11.9.3 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.
  - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 11.9.4.2 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.
  - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 11.9.6 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
  - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 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.
- 11.11 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.

**BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.**

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2023

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

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

| <b>PRODUCER</b><br>Insgroup<br>5151 San Felipe St, Ste 2400<br>Houston TX 77056           | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 713-541-7272      FAX (A/C, No):<br>E-MAIL:<br>ADDRESS:                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                       |  |                                            |       |             |  |             |  |             |  |             |  |
|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-----------------------|--|--------------------------------------------|-------|-------------|--|-------------|--|-------------|--|-------------|--|
| <b>INSURED</b><br>Waller County Asphalt, Inc<br>22010 Fairground Rd<br>Hempstead TX 77445 | WALLCOU-02<br><br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers</td> <td></td> </tr> <tr> <td>INSURER B : Tokio Marine Specialty Insuran</td> <td style="text-align: center;">23850</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Travelers |  | INSURER B : Tokio Marine Specialty Insuran | 23850 | INSURER C : |  | INSURER D : |  | INSURER E : |  | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE                                                             | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                       |  |                                            |       |             |  |             |  |             |  |             |  |
| INSURER A : Travelers                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                       |  |                                            |       |             |  |             |  |             |  |             |  |
| INSURER B : Tokio Marine Specialty Insuran                                                | 23850                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                       |  |                                            |       |             |  |             |  |             |  |             |  |
| INSURER C :                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                       |  |                                            |       |             |  |             |  |             |  |             |  |
| INSURER D :                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                       |  |                                            |       |             |  |             |  |             |  |             |  |
| INSURER E :                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                       |  |                                            |       |             |  |             |  |             |  |             |  |
| INSURER F :                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                       |  |                                            |       |             |  |             |  |             |  |             |  |

**COVERAGES**

**CERTIFICATE NUMBER: 976073403**

**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                      | ADDL INSD | SUBR WVD | POLICY NUMBER       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:        |           |          | 630-3W284770        | 4/1/2023                | 4/1/2024                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |           |          | BA-4W97283A-23-14-G | 4/1/2023                | 4/1/2024                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                         |           |          | CUP-4W979160        | 4/1/2023                | 4/1/2024                | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$                                                                                                                                                                                   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y/N       | N/A      |                     |                         |                         | PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                              |
| B        | Pollution                                                                                                                                                                                                                                                                                                              |           |          | 16125148            | 4/1/2023                | 4/1/2024                | Each Occurrence 1,000,000<br>Aggregate 2,000,000                                                                                                                                                                                               |

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

**CERTIFICATE HOLDER**

**CANCELLATION**

|  |                                                                                                                                                                |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE<br>                                                                                                                                  |



**BIDDER INFORMATION FORM**

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

**Bid Number & Name:** (IFB 23-048/MR) Term Contract for Road Building Materials for Jefferson County

**Bidder's Company/Business Name:** WALLER COUNTY ASPHALT, INC.

**Bidder's TAX ID Number:** 52-2407248

**If Applicable:** HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

**Contact Person:** KYLE DAWSON **Title:** BUSINESS OPERATIONS MGR

**Phone Number (with area code):** (979) 826-7075

**Alternate Phone Number if available (with area code):** (713) 480-1702

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

**Email Address:** INFO@WCASPHALT.COM

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

22010 FAIRGROUNDS RD.

Address

HEMPSTEAD, TEXAS 77445

City, State, Zip Code

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

## SECTION 4: MINIMUM SPECIFICATIONS

---

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 23-048/MR.

### SCOPE OF PROJECT:

Jefferson County is soliciting bids for Road Building Materials for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year with an option to renew for four (4) additional one-year terms beginning on the Date of Award.

### INSTRUCTIONS TO BIDDERS:

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

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

Prices may be adjusted only to reflect increases or decreases in rail rates, or as indicated on bid blank. The County shall require written verification on any increase in rail rates. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase orders will be released to the successful bidder(s) as required.

**Minimum Orders: Contractor may require minimum orders. However, Contractor MUST include Minimum Order Quantities on Bid Form.**

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

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

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

Reference is made to latest version of the Texas Department of Transportation (TXDOT) Standard Specifications for measurement of the various items bid.

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

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

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

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

|                                                                        |                                                            |             |
|------------------------------------------------------------------------|------------------------------------------------------------|-------------|
| <b>Uncoated Limestone Rock Asphalt Aggregate for Surface Treatment</b> | Item 302 Type A Grade 3                                    | 2,700 tons  |
|                                                                        | Item 302 Type A Grade 4                                    | 32,500 tons |
|                                                                        | Item 302 Type A Grade 4S                                   | 2,900 tons  |
| <b>Pre-coated Rock Asphalt Aggregates for Surface Treatment</b>        | Item 302 Type PB Grade 4                                   | 5,900 tons  |
| <b>Item 247, Flexible Base</b>                                         | Item 247 Type A Gr 1 CLA (minimum P.I. 4; maximum P.I. 10) | 6,200 tons  |
| <b>Hot Mix Cold Laid Asphaltic Concrete Pavement</b>                   | Item 8013 Type "D"                                         | 400 tons    |
| <b>Hot Mix Asphaltic Concrete Pavement</b>                             | Item 340 Type "D"                                          | 1,900 tons  |

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

Materials shall be measured by ton or by gallon, as indicated on the bid form.

**Truck Delivery:** Quote delivery via tandem dump truck or by trailer as may be required. It will be the decision of each precinct how materials are delivered. Price for delivery to the eight (8) county delivery points listed below or delivery to a job site shall be price per ton, based on mileage distance or location indicated.

|                                  |                                       |
|----------------------------------|---------------------------------------|
| Precinct 1 Stockpile Yard        | 205 Hwy 90, China, TX 77613           |
| Precinct 2 Rock Yard             | 9550 Viterbo Road, Beaumont, TX 77705 |
| Precinct 2 LaBelle Yard          | 12911 Hwy 365, Beaumont, TX 77705     |
| Precinct 2 Maintenance Yard      | 7759 Viterbo Road, Beaumont, TX 77705 |
| Precinct 3 Stockpile Yard        | 24420 Hwy 124, Hamshire, TX 77622     |
| Precinct 4 Stockpile Yard        | 9059 Boyt Road, Beaumont, TX 77713    |
| Precinct 4 Service Center        | 7780 Boyt Road, Beaumont, TX 77713    |
| Precinct 4 Hebert Service Center | 2202 Hebert Rd, Beaumont, TX 77705    |

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

Texas State Department of Transportation Standard Specification (Latest Version), with the exceptions noted below, shall define the materials in this Invitation for Bid Specification.

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



**CMD-9000-002 ASPHALTIC CONCRETE PATCHING MATERIAL  
(STOCKPILE STORAGE)**

**Description**

This material is to be manufactured using a special cutback material (SCMI). This specification shall govern for an asphaltic concrete mixture intended primarily as a cool to cold weather stockpile patching mix for maintenance. It shall remain workable in the stockpile for several months and have good adhesion to wet surfaces. The length of satisfactory stockpiling and the lowest temperature at which it can be used will vary according to the type and grade of asphaltic binder specified. It is primarily a crushed stone asphaltic concrete with asphalt additives.

**Materials**

SCM I (Special Cutback Material I) shall meet the following requirements. SCM I recommended Aggregate II only.

**Tests on SCM I:**

|                                                                                                     |              |
|-----------------------------------------------------------------------------------------------------|--------------|
| Flash Point (Test Method Tex-512-C):                                                                | 79°C Minimum |
| Water (Test Method Tex-501C):                                                                       | 0.2% Maximum |
| Kinematic Viscosity at 60C, cSt (Test Method Tex-529-C):                                            | 500 to 1,000 |
| Distillation (Test Method Tex-515-C), expressed as a percent by volume of total distillate to 360C. |              |

|                           | Minimum | Maximum |
|---------------------------|---------|---------|
| Off at 225C               | 0       | 0       |
| Off at 260C               | 0       | 0.5     |
| Off at 315C               | 20      | 60      |
| Residue at 360C, Volume % | 76      |         |

**Tests on Distillation Residue:**

|                                                          |                |
|----------------------------------------------------------|----------------|
| Penetration at 25C, 150g, 5 sec. <sup>1</sup>            | 180 Minimum    |
| Ductility at 4C, 1 cm/min (Test Method Tex-503-C):       | 100 cm Minimum |
| Solubility in Trichloroethylene (Test Method Tex-507-C): | 99% Minimum    |

Asphaltic Additives. One or more asphaltic additives to prevent stripping of the asphalt from the aggregate in the presence of water and promote bonding to damp or wet surfaces shall be incorporated into the mixture. The additive(s) shall be added to the asphalt material at the point of origin or be metered in at the mix plant to provide a uniform concentration of the agent(s). The type and amount of additive(s) used will be approved by the Engineer in the design stage based on the resistance to stripping, as described in Article 3, "Properties of the Mixture" and desired bonding and workability characteristics.

Distillate: When an MC-800 is designated as the asphaltic material to be used, the Engineer may also direct that distillate in amounts not to exceed five percent by weight of the MC-800 be added in order to extend stockpile life and improve cold weather workability. The distillate shall meet the requirements for No. 1 and No. 2 diesel, ASTM D-975, Standard Specification for Diesel Fuel Oils, with the exception that the maximum water content shall not be greater than 0.2 percent.

<sup>1</sup> ASTM D-5 procedure except using cone conforming to ASTM D-217. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and water decanted from top of sample before transferring from the bath to the penetrometer.

The distillate shall be metered into the mix plant separately from the MC-800, or with the permission of the Engineer, may be blended with the MC-800.

Aggregate: The aggregate shall meet the requirements for aggregate as specified in Item 334, "Hot Mix – Cold Laid Asphaltic Concrete Pavement."

**Properties of the Mixture:**

General Testing: When tested according to standard Department Test Methods, the mixture shall comply with the following requirements:

|                                                                                                                                       | Minimum         | Maximum |
|---------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------|
| Asphalt Content, exclusive of volatiles, percent by weight                                                                            | 3.0             | 7.0     |
| Hydrocarbon Volatile Content of mix, percent by weight                                                                                | 0.3             | 1.0     |
| Moisture Content of mix (the requirement does not apply to mixtures produced at mixing temperatures of 79C or less) percent by weight |                 | 2.0     |
| Hveem Stability at 60C, percent (cured and molded in accordance with Test Method Tex-206-F)                                           | 35 <sup>2</sup> |         |

Mixture Design and Aggregate Gradation: One or more of the gradation types specified in Item 334, "Hot Mix – Cold Laid Concrete Pavement" for optimum density mixtures, or of the open mixture gradations shown below shall be designated by the Engineer on the plans or requisition.

For mixtures to be produced with Item 334, "Hot Mix – Cold Laid Concrete Pavement" gradation, the mixture should be designated in accordance with Test Method Tex-204-F and asphalt content selected to result in laboratory density as follows:

| Density (Percent) |         |         |
|-------------------|---------|---------|
| Minimum           | Maximum | Optimum |
| 93.5              | 96.5    | 95.0    |

For mixtures to be produced with Gradation II below, the Engineer shall select the asphalt content within the range specified under "Asphalt Content" above:

| Sieve Size        | % Passing (by weight) |
|-------------------|-----------------------|
| ¾"                |                       |
| ½"                | 100                   |
| 3/8"              | 95 – 100              |
| No. 4             | 17 – 40               |
| No. 10            | 2 – 15                |
| No. 40            | –                     |
| No. 80            | –                     |
| No 200            | 0 – 3                 |
| AC % <sup>3</sup> | 4.5 – 6.5             |

Resistance to Water Damage: The as-received mix shall be evaluated for resistance to water damage by soaking a 100 gram representative sample of the total mixture in 200 milliliter (ml) of distilled or de-ionized water at 60 +/- 1C for 24 +/- 2 hours. The soaking test shall be accomplished in a glass beaker of

<sup>2</sup> The requirements for Hveem Stability are applicable to mixtures with Item 344, "Hot Mix – Cold Laid Asphaltic Concrete Pavement" gradations only.

<sup>3</sup> Recommended asphalt content range.

approximately 400 ml. Upon completion of the 24-hour soaking period, the mixture shall be evaluated while submerged in the testing water. The material shall show no visible evidence of stripping.

**Preparation of Mixture:**

The mixture shall be plant mixed. All production equipment shall meet the requirements of Item 334, "Hot Mix – Cold Laid Concrete Pavement." The asphaltic material shall be heated in accordance with Article 300.3, "Storage, Heating and Application Temperatures." The application temperature for SCM I and SCM II shall be 170F (76C) to 200F (93C) unless otherwise specified by the material supplier. The temperature of the bituminous mixture at the point of discharge from the mixer and the temperature of the aggregate, when mixed with bituminous material, shall not exceed 200F (93C) unless otherwise approved by the Engineer. The mixture shall be mixed until all of the aggregate is uniformly coated.



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:

WALKER COUNTY ASPHALT, INC.  
Company Name

For clarification of this offer, contact:

22010 FAIRGROUNDS RD.  
Address

KYLE DAWSON BUSINESS OPERATIONS MGR  
Name & Title

HOUVESTAD TEXAS 77445  
City State Zip

979-826-7075 N/A  
Phone Fax

  
Signature of Person Authorized to Sign

INFO@WCASPHALT.COM  
E-mail

REID DAWSON  
Printed Name

VICE PRESIDENT  
Title

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted for the following items: Road Building Materials for a Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 23-048/MR, Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

\_\_\_\_\_  
**Jeff R. Branick, County Judge**  
**JEFFERSON COUNTY, TEXAS**

\_\_\_\_\_  
**Date**

**ATTEST:**

\_\_\_\_\_  
**Roxanne Acosta Hellberg, County Clerk**  
**JEFFERSON COUNTY, TEXAS**

\_\_\_\_\_  
**Date**



**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.  
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**



BID FORM

1. Rock Asphalt Item 302 - Truck Delivery

| Description                                                               |                                           | Location          |                         |                      |                         |                      |                      |                      |                        |
|---------------------------------------------------------------------------|-------------------------------------------|-------------------|-------------------------|----------------------|-------------------------|----------------------|----------------------|----------------------|------------------------|
| <b>Uncoated Limestone Rock Asphalt Aggregate for Surface Treatments:</b>  |                                           | <b>205 Hwy 90</b> | <b>9550 Viterbo Rd.</b> | <b>12911 Hwy 365</b> | <b>7759 Viterbo Rd.</b> | <b>24420 Hwy 124</b> | <b>9059 Boyt Rd.</b> | <b>7780 Boyt Rd.</b> | <b>2202 Hebert Rd.</b> |
| <b>A.</b>                                                                 |                                           | \$                | \$                      | \$                   | \$                      | \$                   | \$                   | \$                   | \$                     |
| 1.                                                                        | Item 302 Type B Grade 3, Non-Lightweight  | per ton           | per ton                 | per ton              | per ton                 | per ton              | per ton              | per ton              | per ton                |
| 2.                                                                        | Item 302 Type B Grade 4                   | per ton           | per ton                 | per ton              | per ton                 | per ton              | per ton              | per ton              | per ton                |
| 3.                                                                        | Item 302 Type B Grade 4S                  | per ton           | per ton                 | per ton              | per ton                 | per ton              | per ton              | per ton              | per ton                |
| <b>Precoated Limestone Rock Asphalt Aggregate for Surface Treatments:</b> |                                           | <b>205 Hwy 90</b> | <b>9550 Viterbo Rd.</b> | <b>12911 Hwy 365</b> | <b>7759 Viterbo Rd.</b> | <b>24420 Hwy 124</b> | <b>9059 Boyt Rd.</b> | <b>7780 Boyt Rd.</b> | <b>2202 Hebert Rd.</b> |
| <b>B.</b>                                                                 |                                           | \$                | \$                      | \$                   | \$                      | \$                   | \$                   | \$                   | \$                     |
| 1.                                                                        | Item 302 Type PB Grade 3, Non-Lightweight | per ton           | per ton                 | per ton              | per ton                 | per ton              | per ton              | per ton              | per ton                |
| 2.                                                                        | Item 302 Type PB Grade 4                  | per ton           | per ton                 | per ton              | per ton                 | per ton              | per ton              | per ton              | per ton                |
| 3.                                                                        | Item 302 Type PB Grade 4S                 | per ton           | per ton                 | per ton              | per ton                 | per ton              | per ton              | per ton              | per ton                |

2. Rock Asphalt Item 302- Railroad Delivery

| Description                                                         |            |                  |               |                  |               |               |               |                 |  |
|---------------------------------------------------------------------|------------|------------------|---------------|------------------|---------------|---------------|---------------|-----------------|--|
| Uncoated Limestone Rock Asphalt Aggregate for Surface Treatments:   | 205 Hwy 90 | 9550 Viterbo Rd. | 12911 Hwy 365 | 7759 Viterbo Rd. | 24420 Hwy 124 | 9059 Boyt Rd. | 7780 Boyt Rd. | 2202 Hebert Rd. |  |
|                                                                     | \$ per ton | \$ per ton       | \$ per ton    | \$ per ton       | \$ per ton    | \$ per ton    | \$ per ton    | \$ per ton      |  |
| Item 302 Type B Grade 3, Non-Lightweight                            | \$ per ton | \$ per ton       | \$ per ton    | \$ per ton       | \$ per ton    | \$ per ton    | \$ per ton    | \$ per ton      |  |
| Item 302 Type B Grade 4                                             | \$ per ton | \$ per ton       | \$ per ton    | \$ per ton       | \$ per ton    | \$ per ton    | \$ per ton    | \$ per ton      |  |
| Item 302 Type B Grade 4S                                            | \$ per ton | \$ per ton       | \$ per ton    | \$ per ton       | \$ per ton    | \$ per ton    | \$ per ton    | \$ per ton      |  |
| Precocated Limestone Rock Asphalt Aggregate for Surface Treatments: | 205 Hwy 90 | 9550 Viterbo Rd. | 12911 Hwy 365 | 7759 Viterbo Rd. | 24420 Hwy 124 | 9059 Boyt Rd. | 7780 Boyt Rd. | 2202 Hebert Rd. |  |
|                                                                     | \$ per ton | \$ per ton       | \$ per ton    | \$ per ton       | \$ per ton    | \$ per ton    | \$ per ton    | \$ per ton      |  |
| Item 302 Type PB Grade 3, Non-Lightweight                           | \$ per ton | \$ per ton       | \$ per ton    | \$ per ton       | \$ per ton    | \$ per ton    | \$ per ton    | \$ per ton      |  |
| Item 302 Type PB Grade 4                                            | \$ per ton | \$ per ton       | \$ per ton    | \$ per ton       | \$ per ton    | \$ per ton    | \$ per ton    | \$ per ton      |  |
| Item 302 Type PB Grade 4S                                           | \$ per ton | \$ per ton       | \$ per ton    | \$ per ton       | \$ per ton    | \$ per ton    | \$ per ton    | \$ per ton      |  |

3. Flexible Base, Item 247, Type A, Grade 1-2 (Minimum P.I. 4 – Maximum P.I. 10)

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site

| Distance         | Vehicle Type     |                  |
|------------------|------------------|------------------|
|                  | Tandem Dump      | Trailer          |
| 1. 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton |
| 2. 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3. 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4. 31+ Miles     | \$ _____ per ton | \$ _____ per ton |

B. Delivery to Storage Yard

| Vehicle Type | Location         |                  |                  |                  |                  |                  |                  |                  |
|--------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
|              | 205 Hwy 90       | 9550 Viterbo Rd. | 12911 Hwy 365    | 7759 Viterbo Rd. | 24420 Hwy 124    | 9059 Boyt Rd.    | 7780 Boyt Rd.    | 2202 Hebert Rd.  |
| Tandem Dump  | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| Trailer      | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |



**C. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

**4. Flexible Base, Item 247, Type D, Crushed Concrete, Grade 1-2 (Minimum P.I. 4 – Maximum P.I. 10)**

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

**A. Delivery to Job Site**

| Distance         | Vehicle Type     |                  |
|------------------|------------------|------------------|
|                  | Tandem Dump      | Trailer          |
| 1. 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton |
| 2. 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3. 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4. 31+ Miles     | \$ _____ per ton | \$ _____ per ton |

**B. Delivery to Storage Yard**

|              | Location   |                  |               |                  |               |               |               |                 |
|--------------|------------|------------------|---------------|------------------|---------------|---------------|---------------|-----------------|
| Vehicle Type | 205 Hwy 90 | 9550 Viterbo Rd. | 12911 Hwy 365 | 7759 Viterbo Rd. | 24420 Hwy 124 | 9059 Boyt Rd. | 7780 Boyt Rd. | 2202 Hebert Rd. |
|              | \$         | \$               | \$            | \$               | \$            | \$            | \$            | \$              |
| Tandem Dump  | per ton    | per ton          | per ton       | per ton          | per ton       | per ton       | per ton       | per ton         |
|              | \$         | \$               | \$            | \$               | \$            | \$            | \$            | \$              |
| Trailer      | per ton    | per ton          | per ton       | per ton          | per ton       | per ton       | per ton       | per ton         |

**C. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

5. DMS 9202 Gradation IV Asphaltic Patching Material (Stockpile Storage)

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site

| Distance         | Vehicle Type      |                   |
|------------------|-------------------|-------------------|
|                  | Tandem Dump       | Trailer           |
| 1. 1 - 10 Miles  | \$ 113.80 per ton | \$ 113.80 per ton |
| 2. 11 - 20 Miles | \$ 117.60 per ton | \$ 117.60 per ton |
| 3. 21 - 30 Miles | \$ 121.40 per ton | \$ 121.40 per ton |
| 4. 31+ Miles     | \$ 125.20 per ton | \$ 125.20 per ton |

+ \$ .38 PER TON MILE OVER 40 MILES

B. Delivery to Storage Yard

| Vehicle Type | Location          |                   |                   |                   |                   |                   |                   |                   |
|--------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|              | 205 Hwy 90        | 9550 Viterbo Rd.  | 12911 Hwy 365     | 7759 Viterbo Rd.  | 24420 Hwy 124     | 9059 Boyt Rd.     | 7780 Boyt Rd.     | 2202 Hebert Rd.   |
| Tandem Dump  | \$ 148.76 per ton | \$ 162.44 per ton | \$ 163.96 per ton | \$ 163.58 per ton | \$ 163.96 per ton | \$ 159.21 per ton | \$ 159.78 per ton | \$ 163.96 per ton |
| Trailer      | \$ 148.76 per ton | \$ 162.44 per ton | \$ 163.96 per ton | \$ 163.58 per ton | \$ 163.96 per ton | \$ 159.21 per ton | \$ 159.78 per ton | \$ 163.96 per ton |



C. Hopper Pick Up

| Location    | Address                            | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|------------------------------------|---------------------------|---------------------------|
| Beaumont    |                                    |                           |                           |
| Port Neches |                                    |                           |                           |
| Port Arthur |                                    |                           |                           |
| Other       | 22010 FAIRBOWNS RD. HARPERSDALE TX | 7:00 AM - 5:00 PM         | \$110.00                  |
| Other       |                                    |                           |                           |

6. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site

| Distance         | Vehicle Type     |                  |
|------------------|------------------|------------------|
|                  | Tandem Dump      | Trailer          |
| 1. 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton |
| 2. 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3. 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4. 31+ Miles     | \$ _____ per ton | \$ _____ per ton |

**B. Delivery to Storage Yard**

|              |                     | Location            |                     |                     |                     |                     |                     |                     |                     |
|--------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Vehicle Type | 205 Hwy 90          | 9550 Viterbo Rd.    | 12911 Hwy 365       | 7759 Viterbo Rd.    | 24420 Hwy 124       | 9059 Boyt Rd.       | 7780 Boyt Rd.       | 2202 Hebert Rd.     |                     |
|              | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| Tandem Dump  | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| Trailer      | per ton             | per ton             | per ton             | per ton             | per ton             | per ton             | per ton             | per ton             | per ton             |

**C. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

7. Hot Mix Cold Laid Asphalt Concrete Pavement, Item 8013, Type D (Patching Material)

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site

| Distance         | Vehicle Type     |                  |
|------------------|------------------|------------------|
|                  | Tandem Dump      | Trailer          |
| 1. 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton |
| 2. 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3. 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4. 31+ Miles     | \$ _____ per ton | \$ _____ per ton |

B. Delivery to Storage Yard

| Vehicle Type | Location         |                  |                  |                  |                  |                  |                  |                  |
|--------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
|              | 205 Hwy 90       | 9550 Viterbo Rd. | 12911 Hwy 365    | 7759 Viterbo Rd. | 24420 Hwy 124    | 9059 Boyt Rd.    | 7780 Boyt Rd.    | 2202 Hebert Rd.  |
| Tandem Dump  | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| Trailer      | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |



**C. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

**8. Cement Stabilized Base, Item 276 Plant Mixed, Crushed Limestone**

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

**A. Delivered to Job Site**

| Distance        | Description         |                     |                     |                     |
|-----------------|---------------------|---------------------|---------------------|---------------------|
|                 | 1 ½ Sack/Ton        | 2 Sack/Ton          | 3 Sack/Ton          | 4 Sack/Ton          |
| 1 1 - 10 Miles  | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| 2 11 - 20 Miles | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| 3 21 - 30 Miles | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| 4 31+ Miles     | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |

**B. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

**9. Cement Stabilized Base, Item 276 Plant Mixed, Crushed Concrete**

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

**A. Delivered to Job Site**

| Distance        | Description         |                     |                     |                     |
|-----------------|---------------------|---------------------|---------------------|---------------------|
|                 | 1 ½ Sack/Ton        | 2 Sack/Ton          | 3 Sack/Ton          | 4 Sack/Ton          |
| 1 1 - 10 Miles  | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| 2 11 - 20 Miles | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| 3 21 - 30 Miles | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| 4 31+ Miles     | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |

**B. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

**10. Cement Stabilized Sand, Item 400, Plant Mixed**

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

**A. Delivered to Job Site**

| Distance        | Description      |                  |                  |                  |
|-----------------|------------------|------------------|------------------|------------------|
|                 | 1 ½ Sack/Ton     | 2 Sack/Ton       | 3 Sack/Ton       | 4 Sack/Ton       |
| 1 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 2 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 3 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 4 31+ Miles     | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |



**B. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

**11. Flowable Backfill, Item 401**

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

| Distance         | Cost              |
|------------------|-------------------|
| 1. 1 - 10 Miles  | \$ _____ per C.Y. |
| 2. 11 - 20 Miles | \$ _____ per C.Y. |
| 3. 21 - 30 Miles | \$ _____ per C.Y. |
| 4. 31+ Miles     | \$ _____ per C.Y. |

**12. Dense-Graded Hot Mix Asphalt, Item 340. Gradation D, PG64-22, Max 20% RAP, No RAS**

**Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

**13. Dense-Graded Hot Mix Asphalt, Item 340. Gradation F, PG64-22, Max 20% RAP, No RAS**

**Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

14. Hydraulic Concrete Cement, Item 421

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

A. Delivered to Job Site

| Distance        | Description       |                   |                   |
|-----------------|-------------------|-------------------|-------------------|
|                 | Item 421, Type A  | Item 421, Type B  | Item 421, Type S6 |
| 1 1 - 10 Miles  | \$ _____ per C.Y. | \$ _____ per C.Y. | \$ _____ per C.Y. |
| 2 11 - 20 Miles | \$ _____ per C.Y. | \$ _____ per C.Y. | \$ _____ per C.Y. |
| 3 21 - 30 Miles | \$ _____ per C.Y. | \$ _____ per C.Y. | \$ _____ per C.Y. |
| 4 31+ Miles     | \$ _____ per C.Y. | \$ _____ per C.Y. | \$ _____ per C.Y. |

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



### VENDOR REFERENCES FORM

Bidder: 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.

#### REQUIRED FORM

**Bidder:** Please complete this form and include with bid submission.

#### REFERENCE ONE

Government/Company Name: AUSTIN COUNTY PCT 1  
 Address: 1 EAST MAIN ST. BELVILLE, TX 77418  
 Contact Person and Title: MARK VAUP  
 Phone: 979-530-5076 Fax: 979-865-2674  
 Email Address: MVAUP@AUSTINCOUNTY.COM Contract Period: OCT 23 - SEPT 24  
 Scope of Work: ASPPM 9202 - COLD MIX ASPHALT

#### REFERENCE TWO

Government/Company Name: COLORADO COUNTY PCT 7  
 Address: 404 S. EAGLE WELMER, TX 78962  
 Contact Person and Title: RYAN BRANDT  
 Phone: 979-725-8416 Fax: N/A  
 Email Address: RYAN.BRANDT@CO.COLORADO.TX.US Contract Period: APRIL 23 - MARCH 24  
 Scope of Work: ASPPM 9202 - COLD MIX ASPHALT

#### REFERENCE THREE

Government/Company Name: GRIMES COUNTY ROAD & BRIDGE  
 Address: 220 FM 149 W, ANDERSON, TX 77830  
 Contact Person and Title: PATTI ERMIS  
 Phone: 936-873-4436 Fax: 936-873-9909  
 Email Address: PATTI.ERMIS@GRIMESCOUNTYTX.GOV Contract Period: JAN 23 - JAN 24  
 Scope of Work: ASPPM 9202 - COLD MIX ASPHALT

SIGNATURE PAGE

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

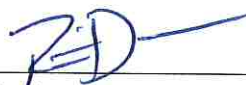
Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? .....Yes  No

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

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

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

WALKER COUNTY ASPHALT, INC.  
Bidder (Entity Name)

  
Signature

22010 FAIRGROUNDS RD.  
Street & Mailing Address

BRAD DAWSON  
Print Name

HUMPSHED, TEXAS 77445  
City, State & Zip

10/3/2023  
Date Signed

979-826-7075  
Telephone Number

N/A  
Fax Number

INFO@WICASPHALT.COM  
E-mail Address

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

### CERTIFICATION REGARDING LOBBYING


#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

|                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------|
| <br><hr style="border: 0; border-top: 1px solid black;"/> |
| Signature of Contractor's Authorized Official                                                                                                |
| REID DAWSON VICE PRESIDENT<br><hr style="border: 0; border-top: 1px solid black;"/>                                                          |
| Name and Title of Contractor's Authorized Official (Please Print)                                                                            |
| 10/3/2023<br><hr style="border: 0; border-top: 1px solid black;"/>                                                                           |
| Date                                                                                                                                         |

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



**CONFLICT OF INTEREST QUESTIONNAIRE**

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br>For vendor doing business with local governmental entity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                           | <b>FORM CIQ</b> |                 |  |               |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------|--|---------------|--|
| <p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</small></p> <p><small>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</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> </tbody> </table> |                 | OFFICE USE ONLY |  | Date Received |  |
| OFFICE USE ONLY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                           |                 |                 |  |               |  |
| Date Received                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                           |                 |                 |  |               |  |
| <p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em; color: blue;">WALKER COUNTY HOSPITAL, INC.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                           |                 |                 |  |               |  |
| <p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em; color: gray;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                           |                 |                 |  |               |  |
| <p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; font-size: 1.2em; color: blue;">NONE</p> <p style="text-align: center; font-size: 0.8em; color: gray;">Name of Officer</p> <p style="font-size: 0.8em; color: gray;">This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p><b>A</b> Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No                 </p> <p><b>B</b> Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No                 </p> <p><b>C</b> Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No                 </p> <p><b>D.</b> Describe each employment or business and family relationship with the local government officer named in this section</p> |                                                                                                                                                                                                                                                                                                           |                 |                 |  |               |  |
| <p><b>4</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p style="text-align: center; font-size: 1.5em; color: blue;">[Signature]</p> <p style="font-size: 0.8em; color: gray;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%;"> <p style="text-align: center; font-size: 1.2em; color: blue;">10/3/2023</p> <p style="font-size: 0.8em; color: gray;">Date</p> </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                           |                 |                 |  |               |  |

Adopted 8/7/2015

**REQUIRED FORM**

**Bidder:** Please complete this form and include with bid submission.

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

|                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                              |                                                  |                                                     |                                              |                    |                     |      |                    |                     |      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|--------------------------------------------------|-----------------------------------------------------|----------------------------------------------|--------------------|---------------------|------|--------------------|---------------------|------|
| <b>LOCAL GOVERNMENT OFFICER<br/>CONFLICTS DISCLOSURE STATEMENT</b>                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>FORM CIS</b>                              |                                                  |                                                     |                                              |                    |                     |      |                    |                     |      |
| This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.<br>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. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>OFFICE USE ONLY</b>                       |                                                  |                                                     |                                              |                    |                     |      |                    |                     |      |
| 1                                                                                                                                                                                                                                                                                                                                           | Name of Local Government Officer<br><br><p align="center" style="font-size: large; color: blue;">NONE</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Date Received<br><br><br>                    |                                                  |                                                     |                                              |                    |                     |      |                    |                     |      |
| 2                                                                                                                                                                                                                                                                                                                                           | Office Held<br><br><p align="center" style="font-size: large; color: blue;">NONE</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                              |                                                  |                                                     |                                              |                    |                     |      |                    |                     |      |
| 3                                                                                                                                                                                                                                                                                                                                           | Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code<br><br><p align="center" style="font-size: large; color: blue;">WALLER COUNTY ASPHALT, INC.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                              |                                                  |                                                     |                                              |                    |                     |      |                    |                     |      |
| 4                                                                                                                                                                                                                                                                                                                                           | Description of the nature and extent of employment or other business relationship with vendor named in item 3<br><br><p align="center" style="font-size: large; color: blue;">NONE</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                              |                                                  |                                                     |                                              |                    |                     |      |                    |                     |      |
| 5                                                                                                                                                                                                                                                                                                                                           | List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).<br><br><table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 25%; font-size: x-small;">Date Gift Accepted</td> <td style="width: 25%; font-size: x-small;">Description of Gift</td> <td style="width: 50%; font-size: large; color: blue;">NONE</td> </tr> <tr> <td style="font-size: x-small;">Date Gift Accepted</td> <td style="font-size: x-small;">Description of Gift</td> <td style="font-size: large; color: blue;">NONE</td> </tr> <tr> <td style="font-size: x-small;">Date Gift Accepted</td> <td style="font-size: x-small;">Description of Gift</td> <td style="font-size: large; color: blue;">NONE</td> </tr> </table> <p align="center" style="font-size: x-small;">(attach additional forms as necessary)</p>                                                                     |                                              | Date Gift Accepted                               | Description of Gift                                 | NONE                                         | Date Gift Accepted | Description of Gift | NONE | Date Gift Accepted | Description of Gift | NONE |
| Date Gift Accepted                                                                                                                                                                                                                                                                                                                          | Description of Gift                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | NONE                                         |                                                  |                                                     |                                              |                    |                     |      |                    |                     |      |
| Date Gift Accepted                                                                                                                                                                                                                                                                                                                          | Description of Gift                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | NONE                                         |                                                  |                                                     |                                              |                    |                     |      |                    |                     |      |
| Date Gift Accepted                                                                                                                                                                                                                                                                                                                          | Description of Gift                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | NONE                                         |                                                  |                                                     |                                              |                    |                     |      |                    |                     |      |
| 6                                                                                                                                                                                                                                                                                                                                           | <b>AFFIDAVIT</b><br><br>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.<br><br><br><p align="right" style="font-size: x-small;">_____<br/>Signature of Local Government Officer</p> <p style="font-size: x-small;">AFFIX NOTARY STAMP / SEAL ABOVE.</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.<br><br><table style="width:100%; font-size: x-small;"> <tr> <td style="width: 33%;">_____<br/>Signature of officer administering oath</td> <td style="width: 33%;">_____<br/>Printed name of officer administering oath</td> <td style="width: 33%;">_____<br/>Title of officer administering oath</td> </tr> </table> |                                              | _____<br>Signature of officer administering oath | _____<br>Printed name of officer administering oath | _____<br>Title of officer administering oath |                    |                     |      |                    |                     |      |
| _____<br>Signature of officer administering oath                                                                                                                                                                                                                                                                                            | _____<br>Printed name of officer administering oath                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | _____<br>Title of officer administering oath |                                                  |                                                     |                                              |                    |                     |      |                    |                     |      |

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**

### GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

Yes  No

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

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

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

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.

RED DAWSON  
Printed Name of Authorized Representative

[Signature]  
Signature

VICE PRESIDENT  
Title

10/3/2013  
Date

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



### NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

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

Yes  No

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

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

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

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

Project Title & 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: \_\_\_\_\_

REID DAWSON  
Printed Name of Contractor Representative

[Signature]  
Signature of Representative

10/3/2023  
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.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

### HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

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: \_\_\_\_\_

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

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.

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING 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: \_\_\_\_\_

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

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): REID DAWSON

Title: VICE PRESIDENT

Signature: [Handwritten Signature]

Date: 10/3/2023

E-mail address: INFO@WCASPHALT.COM

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

Name (print or type): SANDRA UITEREK

Title: OFFICE MANAGER

Date: 10/3/2023

E-mail address: INFO@WCASPHALT.COM

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

**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) "Non-resident 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 WALLER COUNTY ASPHALT, INC. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

|                                                                                                               |                                           |
|---------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Taxpayer Identification Number (T.I.N.):                                                                      | 52-2407248                                |
| Company Name submitting bid/proposal:                                                                         | WALLER COUNTY ASPHALT, INC.               |
| Mailing address:                                                                                              | 22010 FAIRGROUNDS RD, HEMPSTEAD, TX 77445 |
| 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.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

[Signature]  
Signature of Company Representative

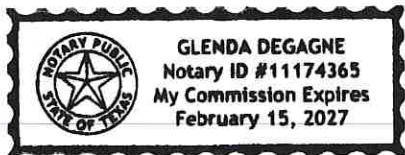
10/3/2023  
Date

On this 3<sup>rd</sup> day of OCTOBER, 2023, personally appeared

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

Notary Seal

[Signature]  
Notary Signature  
10/3/2023  
Date



**REQUIRED FORM**  
**Bidder:** Please complete this form and include with bid submission.

**SENATE BILL 252 CERTIFICATION**

---

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

WAWAR COUNTY ASPHALT, INC.  
Company Name

IFB 23-048/MR  
IFB/RFP/RFQ number

Certification check performed by:

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

\_\_\_\_\_  
Date

BID AFFIDAVIT

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

STATE OF TEXAS COUNTY OF WALLER

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

on this day personally appeared REID DAWSON, who  
(name)

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

"I, REID DAWSON am a duly authorized officer of/agent  
(name)  
for WALLER COUNTY HOSPITAL, INC. and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said WALLER COUNTY HOSPITAL, INC.  
(name of firm)

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

Name and address of Bidder: WALLER COUNTY HOSPITAL, INC.  
22010 FAIRGROUNDS RD., HOUSTON, TEXAS 77445

Fax: N/A Telephone# 979-826-7075

by: REID DAWSON Title: VICE PRESIDENT  
(print name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

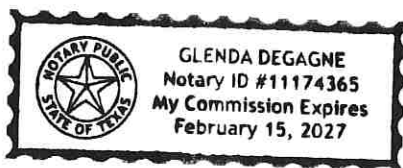
this the 3RD day of OCTOBER, 2023

[Handwritten Signature]

Notary Public in and for  
the State of TX

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.







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

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

OFFICE MAIN: (409) 835-8593  
 FAX: (409) 835-8456

**LEGAL NOTICE**

**Advertisement for Invitation for Bids**

September 5, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-048/MR) Term Contract for Road Building Materials for Jefferson County. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

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

**BID NAME:** Term Contract for Road Building Materials for Jefferson County  
**BID NUMBER:** IFB 23-048/MR  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, October 18, 2023  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) 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 least seven (7) days prior to the bid due date at 409-835-8593.

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

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

*Deborah Clark*

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

**PUBLISH:**  
**Beaumont Enterprise:**  
 September 6, 2023 & September 13, 2023

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**BID SUBMISSIONS:**

**One (1) Original and five (5) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

**Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>**

**Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.**



## SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

---

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

### 1. BIDDING.

#### 1.1 BIDS.

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

#### 1.2 AUTHORIZED SIGNATURES.

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

#### 1.3 LATE BIDS.

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

#### 1.4 WITHDRAWAL OF BID PRIOR TO 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 BID AFTER 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 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 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 office working hours of 8:00 am CT to 4:00 pm CT, 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 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

#### 4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

**All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.**

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

#### 4.8 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.

#### 4.9 WARRANTY.

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



in material, workmanship and title.

**4.10 UNIFORM COMMERCIAL CODE.**

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

**4.11 VENUE.**

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

**4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.**

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

**4.13 SILENCE OF SPECIFICATIONS.**

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

**5. 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.

**6. 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.

**7. 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 non-conformity 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.

#### **8. 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.

#### **9. 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.

#### **10. 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.

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

#### **12. 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.

#### **13. 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.

**14. 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.

**15. 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.

**16. CURRENCY.**

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

**17. 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.

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

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

**19. 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.

**20. DEFINITIONS.**

"County" – Jefferson County, Texas.

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

**21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.**

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.



**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS  
REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. \*Language as of August 31, 2022.

| THRESHOLD                                        | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | CITATION                                      |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| >\$250,000<br>(Simplified Acquisition Threshold) | Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u> , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2 CFR 200 APPENDIX II (A)                     |
| >\$10,000                                        | All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 2 CFR 200 APPENDIX II (B)                     |
| None                                             | <p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.</u>, p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to</p> | 2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b) |



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|  | <p>post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that</p> |  |
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|                    | <p>such provisions will be binding upon each subcontractor or vendor. The 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:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p> |                                  |
| <p>&gt;\$2,000</p> | <p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>2 CFR 200 APPENDIX II (D)</p> |



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|            | <p>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 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                               |
| >\$100,000 | <p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p> | 2 CFR 200 APPENDIX II (E)                     |
| None       | <p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2 CFR 200 APPENDIX II (F)                     |
| >\$150,000 | <p>Clean Air Act (42 U.S.C. 7401-7671g.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) 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).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2 CFR 200 APPENDIX II (G)                     |
| >\$25,000  | <p>Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 CFR 200 APPENDIX II (H)                     |
| >\$100,000 | <p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2 CFR 200 APPENDIX II (I) and 24 CFR §570.303 |



|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                              |
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|            | connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u> . 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                              |
|            | See 2 CFR §200.323.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 CFR 200<br>APPENDIX II (J) |
|            | See 2 CFR §200.216.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 CFR 200<br>APPENDIX II (K) |
|            | See 2 CFR §200.322.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 CFR 200<br>APPENDIX II (L) |
| >\$10,000  | A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 2 CFR 200.323                |
| >\$100,000 | <p><i>§135.38 Section 3 clause</i><br/> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> |                              |

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                      |
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|             | <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                      |
| <p>None</p> | <p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</li> </ul> <ul style="list-style-type: none"> <li>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</li> <li>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</li> <li>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</li> </ul> | <p>2 CFR 200.216</p> |



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|      | <p>(b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <u>Public Law 115-232</u>, section 889 for additional information.</p> <p>(d) See also <u>§ 200.471</u>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                  |
| None | <p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>                                                                                                                | 2 CFR<br>200.322(a)(b)(1)<br>(2) |
| None | <p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2 CFR 200.112                    |
| None | <p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p> | 2 CFR 200.336                    |
| None | <p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2 CFR 200.321                    |



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|             | <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using 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; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                       |
| <p>None</p> | <p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p> | <p>2 CFR 200.334</p>                  |
| <p>None</p> | <p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252,</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>Texas Government Code 2252.152</p> |

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|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
|                                                                     | <p>Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>                                                                                                                                                                                           |                                                            |
| >\$100,000                                                          | <p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p> | Texas Government Code 2271.002                             |
| Option Contract Language for contracts awarded prior to Grant Award | The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Optional                                                   |
|                                                                     | Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 42 U.S.C. 6201                                             |
|                                                                     | The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Section 504 of the Rehabilitation Act of 1973, as amended. |



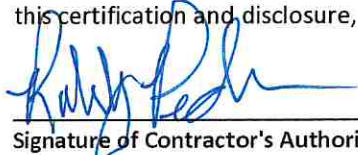
**BYRD ANTI-LOBBYING CERTIFICATION**

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Dirt Rocks Construction Industry Solutions, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Robby Pedersen, Vice President

Name and Title of Contractor's Authorized Official

10/3/23

Date

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



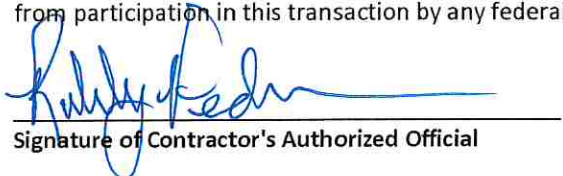
### DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor Dirt Rocks Construction Industry Solutions, LLC certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

  
Signature of Contractor's Authorized Official

Robby Pedersen, Vice President  
Name and Title of Contractor's Authorized Official

10/3/23  
Date

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

## CIVIL RIGHTS COMPLIANCE PROVISIONS

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### 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:



**CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.



Signature of Contractor's Authorized Official

Robby Pedersen, Vice President

Name and Title of Contractor's Authorized Official

10/3/23

Date

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**



### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

---

The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

##### **Bidder is Responsible for Submitting:**

**One (1) Original and five (5) Bid Copies; with all copies to include a Completed Copy of this specifications packet in its entirety.**

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

**Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.**

##### **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

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

**All submissions must be received by 11:00 am CT, Wednesday, October 18, 2023.**

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.

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

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

**COURTHOUSE SECURITY:** All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

**COUNTY HOLIDAYS (2023):**

|                  |                     |                             |
|------------------|---------------------|-----------------------------|
| January 16       | (Monday)            | Martin Luther King, Jr. Day |
| February 20      | (Monday)            | President's Day             |
| April 7          | (Friday)            | Good Friday                 |
| May 29           | (Monday)            | Memorial Day                |
| July 4           | (Tuesday)           | Independence Day            |
| September 4      | (Monday)            | Labor Day                   |
| November 10      | (Friday)            | Veteran's Day               |
| November 23 & 24 | (Thursday & Friday) | Thanksgiving                |
| December 25 & 26 | (Monday & Tuesday)  | Christmas                   |
| January 1, 2024  | (Monday)            | New Year's                  |

**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 IFB 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 Statements of Qualifications 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.

**2. PRE-BID MEETING AND WALK-THROUGH.**

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

**3. QUESTIONS/DEADLINE FOR QUESTIONS.**

Questions may be emailed to Mistey Reeves, Assistant Purchasing Agent at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, October 6, 2023.

**4. VENDOR REGISTRATION (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>

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may **initially** accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) **prior** to the award and/or execution of an agreement or contract for the project.

**BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.**



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 Franchise Tax Details

**Franchise Search Results**

Public Information Report



As of : 10/02/2023 11:09:43

**This page is valid for most business transactions but is not sufficient for filings with the Secretary of State**

Obtain a certification for filings with the Secretary of State.

**DIRT ROCKS CONSTRUCTION INDUSTRY SOLUTIONS LLC**
**Texas Taxpayer Number** 32056662045

**Mailing Address** 9708 S PADRE ISLAND DR STE A202  
CORPUS CHRISTI, TX 78418-5121

**Right to Transact Business in Texas** ACTIVE

**State of Formation** TX

**Effective SOS Registration Date** 03/13/2015

**Texas SOS File Number** 0802174266

**Registered Agent Name** TERESA DARLENE PEDERSEN

**Registered Office Street Address** 15225 BARATARIA DR CORPUS  
CHRISTI, TX 78418

## 5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

### 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 with bid submission.

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)

A sample of a completed FORM 1295 is included on **PAGE 28**.

### FORM 1295 Implementation Background:

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.”

**Question:** Will the date of birth and address provided appear on the TEC’s website when the form is filed?

**Answer:** No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at \*10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

### 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 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

**SAMPLE COMPLETED FORM 1295**

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

**CERTIFICATE OF INTERESTED PARTIES FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
JEFFERSON COUNTY, TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.

| Name of Interested Party                                                       | City, State, Country (place of business) | Nature of Interest (check applicable) |              |
|--------------------------------------------------------------------------------|------------------------------------------|---------------------------------------|--------------|
|                                                                                |                                          | Controlling                           | Intermediary |
| VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES. |                                          | X                                     |              |
| VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.      |                                          |                                       | X            |
|                                                                                |                                          |                                       |              |
|                                                                                |                                          |                                       |              |
|                                                                                |                                          |                                       |              |

5 Check only if there is no Interested Party. CHECK BELOW IF APPLICABLE

6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.  
My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_  
My address \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)  
I declare under penalty of perjury that the foregoing is true and correct.  
Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017  
NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.



**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

# CERTIFICATE OF INTERESTED PARTIES

300  
FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Dirt Rocks Construction Industry Solutions, LLC  
Corpus Christi, TX United States

Certificate Number:  
2023-1078217

Date Filed:  
10/02/2023

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Jefferson County, Texas

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

IFB 23-048/MR  
Supplier for Flexible Base, Item 247, Type A, Grade 1-2

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|------------------------------------------|---------------------------------------|--------------|
|   |                          |                                          | Controlling                           | Intermediary |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

### **SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)**

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**6. MULTIPLE VENDOR AWARD.**

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

**7. 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.

**8. 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.

**9. 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.

**10. INSURANCE.**

The contractor (including any and all subcontractors as defined in Section 11.1.3 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)

**11. WORKERS' COMPENSATION INSURANCE**

## 11.1 Definitions:

- 11.1.1 **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.
- 11.1.2 **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.
- 11.1.3 **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.

- 11.2 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.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.
- 11.4 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.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 11.5.1 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
  - 11.5.2 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.
- 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 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.
- 11.8 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.
- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 11.9.1 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.

- 11.9.2 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.
  - 11.9.3 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.
  - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 11.9.4.2 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.
  - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 11.9.6 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
  - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 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.
- 11.11 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.

**BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.**

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
305  
09/26/2023

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

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

|                                                                                                                                   |                                                                                                       |        |
|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|--------|
| PRODUCER<br>Statewide Commercial Insurance Brokers<br>2406 N. Lake Ave<br><br>Altadena CA 91001                                   | CONTACT NAME: Customer Service Department                                                             |        |
|                                                                                                                                   | PHONE (A/C No, Ext): (626) 744-2911 FAX (A/C, No): (626) 340-4807<br>E-MAIL ADDRESS: mail@st8wide.com |        |
| INSURED<br><br>Dirt Rocks Construction Industry Solutions LLC<br>14493 S Padre Island Dr Ste A 472<br><br>Corpus Christi TX 78418 | INSURER(S) AFFORDING COVERAGE                                                                         | NAIC # |
|                                                                                                                                   | INSURER A : Kinsale Insurance Co                                                                      | 38920  |
|                                                                                                                                   | INSURER B : Infinity Insurance Co/Kemper                                                              | 13820  |
|                                                                                                                                   | INSURER C : Kinsale Insurance Co                                                                      | 38920  |
|                                                                                                                                   | INSURER D : Texas Mutual Insurance                                                                    |        |
|                                                                                                                                   | INSURER E : Indian Harbor Ins                                                                         |        |
|                                                                                                                                   | INSURER F :                                                                                           |        |

COVERAGES CERTIFICATE NUMBER: CL2381713317 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                 | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                                                                                | Y         |          | 0100099963-3    | 10/30/2022              | 10/30/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED<br><input type="checkbox"/> AUTOS ONLY HIRED<br><input checked="" type="checkbox"/> AUTOS ONLY<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |           |          | 542860031605001 | 10/16/2022              | 10/16/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
| C        | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE                                                                                                                                                                       | Y         |          | 0100254387-0    | 08/14/2023              | 10/30/2023              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000                                                                                                                                                                                   |
| D        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                            | Y/N       | N/A      | 0002096243      | 07/07/2023              | 07/07/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                |
| E        | Excess Liability                                                                                                                                                                                                                                                                  | Y         |          | SXS0064063      | 08/16/2023              | 10/30/2024              | Each Occurrence: \$5,000,000<br>Aggregate: \$5,000,000                                                                                                                                                                                   |

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

Jefferson County is named as additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

Jefferson County  
1149 Pearl Street 7th Floor  
  
Beaumont TX 77701

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

AUTHORIZED REPRESENTATIVE

**BIDDER INFORMATION FORM**

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

**Bid Number & Name:** (IFB 23-048/MR) Term Contract for Road Building Materials for Jefferson County

**Bidder's Company/Business Name:** Dirt Rocks Construction Industry Solutions, LLC

**Bidder's TAX ID Number:** 47-3533074

**If Applicable:** HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

**Contact Person:** Kendra Rittgers **Title:** Sales Administrator

**Phone Number (with area code):** (361) 237-3822

**Alternate Phone Number if available (with area code):** (361) 808-8319

**Fax Number (with area code):** (361) 237-1321

**Email Address:** kendra@dirtrocks.com

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

14493 SPID Suite A472

Address

Corpus Christi, TX 78418

City, State, Zip Code

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



## SECTION 4: MINIMUM SPECIFICATIONS

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The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 23-048/MR.

### SCOPE OF PROJECT:

Jefferson County is soliciting bids for Road Building Materials for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year with an option to renew for four (4) additional one-year terms beginning on the Date of Award.

### INSTRUCTIONS TO BIDDERS:

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

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

Prices may be adjusted only to reflect increases or decreases in rail rates, or as indicated on bid blank. The County shall require written verification on any increase in rail rates. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase orders will be released to the successful bidder(s) as required.

**Minimum Orders: Contractor may require minimum orders. However, Contractor MUST include Minimum Order Quantities on Bid Form.**

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

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

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

Reference is made to latest version of the Texas Department of Transportation (TXDOT) Standard Specifications for measurement of the various items bid.

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

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



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

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

|                                                                        |                                                            |             |
|------------------------------------------------------------------------|------------------------------------------------------------|-------------|
| <b>Uncoated Limestone Rock Asphalt Aggregate for Surface Treatment</b> | Item 302 Type A Grade 3                                    | 2,700 tons  |
|                                                                        | Item 302 Type A Grade 4                                    | 32,500 tons |
|                                                                        | Item 302 Type A Grade 4S                                   | 2,900 tons  |
| <b>Pre-coated Rock Asphalt Aggregates for Surface Treatment</b>        | Item 302 Type PB Grade 4                                   | 5,900 tons  |
| <b>Item 247, Flexible Base</b>                                         | Item 247 Type A Gr 1 CLA (minimum P.I. 4; maximum P.I. 10) | 6,200 tons  |
| <b>Hot Mix Cold Laid Asphaltic Concrete Pavement</b>                   | Item 8013 Type "D"                                         | 400 tons    |
| <b>Hot Mix Asphaltic Concrete Pavement</b>                             | Item 340 Type "D"                                          | 1,900 tons  |

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

Materials shall be measured by ton or by gallon, as indicated on the bid form.

**Truck Delivery:** Quote delivery via tandem dump truck or by trailer as may be required. It will be the decision of each precinct how materials are delivered. Price for delivery to the eight (8) county delivery points listed below or delivery to a job site shall be price per ton, based on mileage distance or location indicated.

|                                  |                                       |
|----------------------------------|---------------------------------------|
| Precinct 1 Stockpile Yard        | 205 Hwy 90, China, TX 77613           |
| Precinct 2 Rock Yard             | 9550 Viterbo Road, Beaumont, TX 77705 |
| Precinct 2 LaBelle Yard          | 12911 Hwy 365, Beaumont, TX 77705     |
| Precinct 2 Maintenance Yard      | 7759 Viterbo Road, Beaumont, TX 77705 |
| Precinct 3 Stockpile Yard        | 24420 Hwy 124, Hamshire, TX 77622     |
| Precinct 4 Stockpile Yard        | 9059 Boyt Road, Beaumont, TX 77713    |
| Precinct 4 Service Center        | 7780 Boyt Road, Beaumont, TX 77713    |
| Precinct 4 Hebert Service Center | 2202 Hebert Rd, Beaumont, TX 77705    |

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

Texas State Department of Transportation Standard Specification (Latest Version), with the exceptions noted below, shall define the materials in this Invitation for Bid Specification.

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

**CMD-9000-002 ASPHALTIC CONCRETE PATCHING MATERIAL  
(STOCKPILE STORAGE)**

**Description**

This material is to be manufactured using a special cutback material (SCMI). This specification shall govern for an asphaltic concrete mixture intended primarily as a cool to cold weather stockpile patching mix for maintenance. It shall remain workable in the stockpile for several months and have good adhesion to wet surfaces. The length of satisfactory stockpiling and the lowest temperature at which it can be used will vary according to the type and grade of asphaltic binder specified. It is primarily a crushed stone asphaltic concrete with asphalt additives.

**Materials**

SCM I (Special Cutback Material I) shall meet the following requirements. SCM I recommended Aggregate II only.

| <b>Tests on SCM I:</b>                                                                              |              |
|-----------------------------------------------------------------------------------------------------|--------------|
| Flash Point (Test Method Tex-512-C):                                                                | 79°C Minimum |
| Water (Test Method Tex-501C):                                                                       | 0.2% Maximum |
| Kinematic Viscosity at 60C, cSt (Test Method Tex-529-C):                                            | 500 to 1,000 |
| Distillation (Test Method Tex-515-C), expressed as a percent by volume of total distillate to 360C. |              |

|                           | <b>Minimum</b> | <b>Maximum</b> |
|---------------------------|----------------|----------------|
| Off at 225C               | 0              | 0              |
| Off at 260C               | 0              | 0.5            |
| Off at 315C               | 20             | 60             |
| Residue at 360C, Volume % | 76             |                |

| <b>Tests on Distillation Residue:</b>                    |                |
|----------------------------------------------------------|----------------|
| Penetration at 25C, 150g, 5 sec. <sup>1</sup>            | 180 Minimum    |
| Ductility at 4C, 1 cm/min (Test Method Tex-503-C):       | 100 cm Minimum |
| Solubility in Trichloroethylene (Test Method Tex-507-C): | 99% Minimum    |

Asphaltic Additives. One or more asphaltic additives to prevent stripping of the asphalt from the aggregate in the presence of water and promote bonding to damp or wet surfaces shall be incorporated into the mixture. The additive(s) shall be added to the asphalt material at the point of origin or be metered in at the mix plant to provide a uniform concentration of the agent(s). The type and amount of additive(s) used will be approved by the Engineer in the design stage based on the resistance to stripping, as described in Article 3, "Properties of the Mixture" and desired bonding and workability characteristics.

Distillate: When an MC-800 is designated as the asphaltic material to be used, the Engineer may also direct that distillate in amounts not to exceed five percent by weight of the MC-800 be added in order to extend stockpile life and improve cold weather workability. The distillate shall meet the requirements for No. 1 and No. 2 diesel, ASTM D-975, Standard Specification for Diesel Fuel Oils, with the exception that the maximum water content shall not be greater than 0.2 percent.

<sup>1</sup> ASTM D-5 procedure except using cone conforming to ASTM D-217. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and water decanted from top of sample before transferring from the bath to the penetrometer.

The distillate shall be metered into the mix plant separately from the MC-800, or with the permission of the Engineer, may be blended with the MC-800.

Aggregate: The aggregate shall meet the requirements for aggregate as specified in Item 334, "Hot Mix – Cold Laid Asphaltic Concrete Pavement."

#### Properties of the Mixture:

General Testing: When tested according to standard Department Test Methods, the mixture shall comply with the following requirements:

|                                                                                                                                       | Minimum         | Maximum |
|---------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------|
| Asphalt Content, exclusive of volatiles, percent by weight                                                                            | 3.0             | 7.0     |
| Hydrocarbon Volatile Content of mix, percent by weight                                                                                | 0.3             | 1.0     |
| Moisture Content of mix (the requirement does not apply to mixtures produced at mixing temperatures of 79C or less) percent by weight |                 | 2.0     |
| Hveem Stability at 60C, percent (cured and molded in accordance with Test Method Tex-206-F)                                           | 35 <sup>2</sup> |         |

Mixture Design and Aggregate Gradation: One or more of the gradation types specified in Item 334, "Hot Mix – Cold Laid Concrete Pavement" for optimum density mixtures, or of the open mixture gradations shown below shall be designated by the Engineer on the plans or requisition.

For mixtures to be produced with Item 334, "Hot Mix – Cold Laid Concrete Pavement" gradation, the mixture should be designated in accordance with Test Method Tex-204-F and asphalt content selected to result in laboratory density as follows:

| Density (Percent) |         |         |
|-------------------|---------|---------|
| Minimum           | Maximum | Optimum |
| 93.5              | 96.5    | 95.0    |

For mixtures to be produced with Gradation II below, the Engineer shall select the asphalt content within the range specified under "Asphalt Content" above:

| Sieve Size        | % Passing<br>(by weight) |
|-------------------|--------------------------|
| ¾"                |                          |
| ½"                | 100                      |
| 3/8"              | 95 – 100                 |
| No. 4             | 17 – 40                  |
| No. 10            | 2 – 15                   |
| No. 40            | –                        |
| No. 80            | –                        |
| No 200            | 0 – 3                    |
| AC % <sup>3</sup> | 4.5 – 6.5                |

Resistance to Water Damage: The as-received mix shall be evaluated for resistance to water damage by soaking a 100 gram representative sample of the total mixture in 200 milliliter (ml) of distilled or de-ionized water at 60 +/- 1C for 24 +/- 2 hours. The soaking test shall be accomplished in a glass beaker of

<sup>2</sup> The requirements for Hveem Stability are applicable to mixtures with Item 344, "Hot Mix – Cold Laid Asphaltic Concrete Pavement" gradations only.

<sup>3</sup> Recommended asphalt content range.



approximately 400 ml. Upon completion of the 24-hour soaking period, the mixture shall be evaluated while submerged in the testing water. The material shall show no visible evidence of stripping.

**Preparation of Mixture:**

The mixture shall be plant mixed. All production equipment shall meet the requirements of Item 334, "Hot Mix – Cold Laid Concrete Pavement." The asphaltic material shall be heated in accordance with Article 300.3, "Storage, Heating and Application Temperatures." The application temperature for SCM I and SCM II shall be 170F (76C) to 200F (93C) unless otherwise specified by the material supplier. The temperature of the bituminous mixture at the point of discharge from the mixer and the temperature of the aggregate, when mixed with bituminous material, shall not exceed 200F (93C) unless otherwise approved by the Engineer. The mixture shall be mixed until all of the aggregate is uniformly coated.

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:**

Dirt Rocks Construction Industry Solutions, LLC  
Company Name

9708 SPID Suite A202  
Address

Corpus Christi TX 78418  
City State Zip

  
Signature of Person Authorized to Sign

Robby Pedersen  
Printed Name

Vice President  
Title

**For clarification of this offer, contact:**

Robby Pedersen, Vice President  
Name & Title

833-347-8769 361-237-1321  
Phone Fax

rpedersen@dirtrocks.com  
E-mail

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**ACCEPTANCE OF OFFER**

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The Offer is hereby accepted for the following items: Road Building Materials for a Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 23-048/MR, Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

---

**Jeff R. Branick, County Judge**  
JEFFERSON COUNTY, TEXAS

---

**Date**

**ATTEST:**

---

**Roxanne Acosta Hellberg, County Clerk**  
JEFFERSON COUNTY, TEXAS

---

**Date**



**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.  
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

**BID FORM**

**1. Rock Asphalt Item 302 - Truck Delivery**

| Description                                                               |                                           | Location            |                         |                      |                         |                      |                      |                      |                        |
|---------------------------------------------------------------------------|-------------------------------------------|---------------------|-------------------------|----------------------|-------------------------|----------------------|----------------------|----------------------|------------------------|
| <b>Uncoated Limestone Rock Asphalt Aggregate for Surface Treatments:</b>  |                                           | <b>205 Hwy 90</b>   | <b>9550 Viterbo Rd.</b> | <b>12911 Hwy 365</b> | <b>7759 Viterbo Rd.</b> | <b>24420 Hwy 124</b> | <b>9059 Boyt Rd.</b> | <b>7780 Boyt Rd.</b> | <b>2202 Hebert Rd.</b> |
| 1.                                                                        | Item 302 Type B Grade 3, Non-Lightweight  | \$ _____<br>per ton | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton    |
| 2.                                                                        | Item 302 Type B Grade 4                   | \$ _____<br>per ton | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton    |
| 3.                                                                        | Item 302 Type B Grade 4S                  | \$ _____<br>per ton | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton    |
| <b>Precoated Limestone Rock Asphalt Aggregate for Surface Treatments:</b> |                                           | <b>205 Hwy 90</b>   | <b>9550 Viterbo Rd.</b> | <b>12911 Hwy 365</b> | <b>7759 Viterbo Rd.</b> | <b>24420 Hwy 124</b> | <b>9059 Boyt Rd.</b> | <b>7780 Boyt Rd.</b> | <b>2202 Hebert Rd.</b> |
| 1.                                                                        | Item 302 Type PB Grade 3, Non-Lightweight | \$ _____<br>per ton | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton    |
| 2.                                                                        | Item 302 Type PB Grade 4                  | \$ _____<br>per ton | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton    |
| 3.                                                                        | Item 302 Type PB Grade 4S                 | \$ _____<br>per ton | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton    |

2. Rock Asphalt Item 302- Railroad Delivery

| Description                                                               |                     |                         |                      |                         |                      |                      |                      |                        |
|---------------------------------------------------------------------------|---------------------|-------------------------|----------------------|-------------------------|----------------------|----------------------|----------------------|------------------------|
| <b>Uncoated Limestone Rock Asphalt Aggregate for Surface Treatments:</b>  | <b>205 Hwy 90</b>   | <b>9550 Viterbo Rd.</b> | <b>12911 Hwy 365</b> | <b>7759 Viterbo Rd.</b> | <b>24420 Hwy 124</b> | <b>9059 Boyt Rd.</b> | <b>7780 Boyt Rd.</b> | <b>2202 Hebert Rd.</b> |
| Item 302 Type B Grade 3, Non-Lightweight                                  | \$ _____<br>per ton | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton    |
| Item 302 Type B Grade 4                                                   | \$ _____<br>per ton | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton    |
| Item 302 Type B Grade 4S                                                  | \$ _____<br>per ton | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton    |
| <b>Precoated Limestone Rock Asphalt Aggregate for Surface Treatments:</b> | <b>205 Hwy 90</b>   | <b>9550 Viterbo Rd.</b> | <b>12911 Hwy 365</b> | <b>7759 Viterbo Rd.</b> | <b>24420 Hwy 124</b> | <b>9059 Boyt Rd.</b> | <b>7780 Boyt Rd.</b> | <b>2202 Hebert Rd.</b> |
| Item 302 Type PB Grade 3, Non-Lightweight                                 | \$ _____<br>per ton | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton    |
| Item 302 Type PB Grade 4                                                  | \$ _____<br>per ton | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton    |
| Item 302 Type PB Grade 4S                                                 | \$ _____<br>per ton | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton     | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton  | \$ _____<br>per ton    |



3. Flexible Base, Item 247, Type A, Grade 1-2 (Minimum P.I. 4 – Maximum P.I. 10)

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site

| Distance |               | Vehicle Type     |                  |
|----------|---------------|------------------|------------------|
|          |               | Tandem Dump      | Trailer          |
| 1.       | 1 - 10 Miles  | \$ 6.00 per ton  | \$ 4.50 per ton  |
| 2.       | 11 - 20 Miles | \$ 12.00 per ton | \$ 8.00 per ton  |
| 3.       | 21 - 30 Miles | \$ 15.00 per ton | \$ 9.50 per ton  |
| 4.       | 31+ Miles     | \$ 18.00 per ton | \$ 15.00 per ton |

B. Delivery to Storage Yard

| Vehicle Type | Location         |                  |                  |                  |                  |                  |                  |                  |
|--------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
|              | 205 Hwy 90       | 9550 Viterbo Rd. | 12911 Hwy 365    | 7759 Viterbo Rd. | 24420 Hwy 124    | 9059 Boyt Rd.    | 7780 Boyt Rd.    | 2202 Hebert Rd.  |
| Tandem Dump  | \$ 40.00 per ton | \$ 15.00 per ton | \$ 15.00 per ton | \$ 15.00 per ton | \$ 18.50 per ton | \$ 18.50 per ton | \$ 18.50 per ton | \$ 15.00 per ton |
| Trailer      | \$ 22.50 per ton | \$ 9.50 per ton  | \$ 10.00 per ton | \$ 9.50 per ton  | \$ 12.00 per ton | \$ 12.00 per ton | \$ 12.00 per ton | \$ 9.50 per ton  |

# PACS Construction Laboratories and Testing Services

8464 N Sam Houston Pkwy W, Houston Texas 77064 Telephone: (713) 681-6606, Facsimile: (713) 681-6608

## REPORT OF LABORATORY TESTING SERVICES

|                                      |                                                     |
|--------------------------------------|-----------------------------------------------------|
| PROJECT: Laboratory Testing Services | Date: 09/13/2023                                    |
| CLIENT: Tolunay Wong Engineers       | PACS PROJECT NO.: TW2014<br>PACS REPORT NO.: TWE223 |

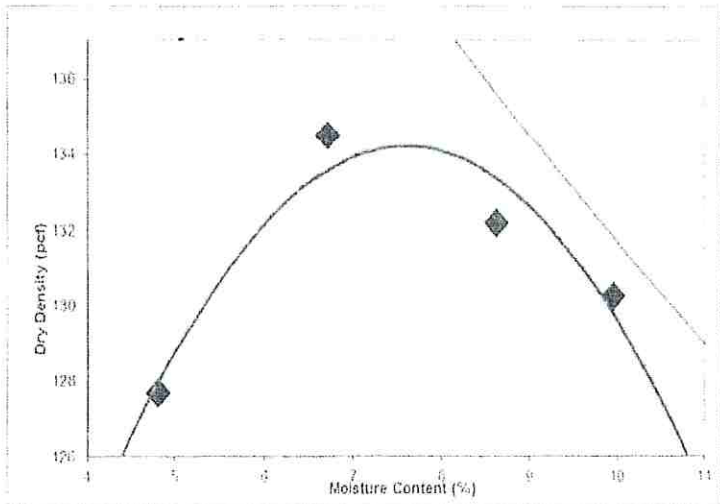
The test was conducted by:

TECHNICIAN: Wilmer Sardinha, SB201 Number 824 TIME --REGULAR HOURS: Not applicable

REMARKS: On September 06, 2023, PACS Construction Laboratories received one (1) sample of Stone Base material from Tolunay Wong Engineers, Inc. (TWE) – Beaumont office. The sample is identified as:

Project: 21.21.091  
 Report Number: Not Provided  
 Location: Orange Rail Terminal  
 Material: Limestone Base material


The sample obtained was tested in general accordance with the Texas Department of Transportation (TxDOT) Test Procedure Tex-113-E "Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials and Cohesionless Sand." The test results are presented below:



| MOISTURE-DENSITY RELATIONSHIP TEST DATA |                          |
|-----------------------------------------|--------------------------|
| Maximum Dry Density                     | Optimum Moisture Content |
| 134.2 pcf                               | 7.6 %                    |

If there are any questions regarding this report or if we can provide any additional information, please contact us at your convenience.

  
 John Ynigues, Project Manager  
 PACS Construction Laboratories, Inc.  
 Registered Engineering Firm F-21134

  
 John D. Guida, PE  
 PACS Construction Laboratories, Inc.  
 Registered Engineering Firm F-21134



Test results apply to the sample or samples tested which may or may not be indicative of the completed product. Letters and Reports are for the exclusive use of the client who has permission from PACS Construction Laboratories to distribute as necessary. Samples tested will be retained by the testing laboratory for 30 Days unless otherwise notified by the client. Report TWE223

# PACS Construction Laboratories and Testing Services

8464 N Sam Houston Pkwy W, Houston Texas 77064 Telephone: (713) 681-6606, Facsimile: (713) 681-6608

## REPORT OF LABORATORY TESTING SERVICES

|                                      |                                                      |
|--------------------------------------|------------------------------------------------------|
| PROJECT: Laboratory Testing Services | Date: 09/13/2023                                     |
| CLIENT: Tolunay Wong Engineers       | PACS PROJECT NO.: TW2014<br>PACS REPORT NO.: TWE223A |

The test was conducted by:

TECHNICIAN: Wilmer Sardinha, SB202 Number 438 TIME -REGULAR HOURS: Not applicable

REMARKS: On September 06, 2023, PACS Construction Laboratories received one (1) sample of Stone Base material from Tolunay Wong Engineers, Inc. (TWE) – Beaumont office. The sample is identified as:

Project: 21.21.091  
 Report Number: Not Provided  
 Location: Orange Rail Terminal  
 Material: Limestone Base material

The sample obtained was tested in general accordance with the Texas Department of Transportation (TxDOT) Test Procedure Tex-117-E, Part II "Triaxial Compression for Disturbed Soils and Base Materials." The test results are presented below:

### TEST RESULTS

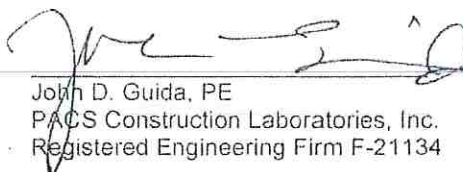
| Test Item                                     | Compressive Strength Results (psi) | Project Specification, TxDOT 2014 Item 247, Grade 1-2 (Minimum – psi) |
|-----------------------------------------------|------------------------------------|-----------------------------------------------------------------------|
| Specimen subjected to 0 psi lateral pressure  | 35                                 | 35                                                                    |
| Specimen subjected to 15 psi lateral pressure | 178                                | 175                                                                   |

The Test item test results for compressive strength satisfy the Grade 1-2 criteria as presented TxDOT Specification Item 247.

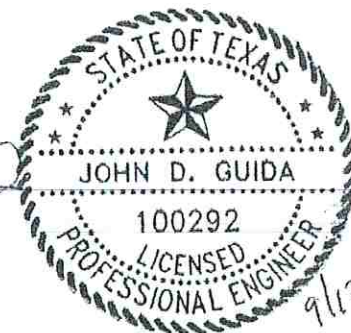
If there are any questions regarding this report or if we can provide any additional information, please contact us at your convenience.



John Ynigues, Project Manager  
 PACS Construction Laboratories, Inc.  
 Registered Engineering Firm F-21134



John D. Guida, PE  
 PACS Construction Laboratories, Inc.  
 Registered Engineering Firm F-21134



Test results apply to the sample or samples tested which may or may not be indicative of the completed product. Letters and Reports are for the exclusive use of the client who has permission from PACS Construction Laboratories to distribute as necessary. Samples tested will be retained by the testing laboratory for 30 Days unless otherwise notified by the client. Report TWE223



C. Hopper Pick Up

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

4. Flexible Base, Item 247, Type D, Crushed Concrete, Grade 1-2 (Minimum P.I. 4 – Maximum P.I. 10)

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor’s closest location to job site or storage yard.

A. Delivery to Job Site

| Distance |               | Vehicle Type     |                  |
|----------|---------------|------------------|------------------|
|          |               | Tandem Dump      | Trailer          |
| 1.       | 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton |
| 2.       | 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3.       | 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4.       | 31+ Miles     | \$ _____ per ton | \$ _____ per ton |

**B. Delivery to Storage Yard**

| Vehicle Type | Location            |                     |                     |                     |                     |                     |                     |                     |
|--------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
|              | 205 Hwy 90          | 9550 Viterbo Rd.    | 12911 Hwy 365       | 7759 Viterbo Rd.    | 24420 Hwy 124       | 9059 Boyt Rd.       | 7780 Boyt Rd.       | 2202 Hebert Rd.     |
| Tandem Dump  | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| Trailer      | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |

**C. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

5. DMS 9202 Gradation IV Asphaltic Patching Material (Stockpile Storage)

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor’s closest location to job site or storage yard.

A. Delivery to Job Site

| Distance |               | Vehicle Type     |                  |
|----------|---------------|------------------|------------------|
|          |               | Tandem Dump      | Trailer          |
| 1.       | 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton |
| 2.       | 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3.       | 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4.       | 31+ Miles     | \$ _____ per ton | \$ _____ per ton |

B. Delivery to Storage Yard

| Vehicle Type | Location            |                     |                     |                     |                     |                     |                     |                     |
|--------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
|              | 205 Hwy 90          | 9550 Viterbo Rd.    | 12911 Hwy 365       | 7759 Viterbo Rd.    | 24420 Hwy 124       | 9059 Boyt Rd.       | 7780 Boyt Rd.       | 2202 Hebert Rd.     |
| Tandem Dump  | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| Trailer      | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |



C. Hopper Pick Up

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

6. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor’s closest location to job site or storage yard.

A. Delivery to Job Site

| Distance |               | Vehicle Type     |                  |
|----------|---------------|------------------|------------------|
|          |               | Tandem Dump      | Trailer          |
| 1.       | 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton |
| 2.       | 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3.       | 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4.       | 31+ Miles     | \$ _____ per ton | \$ _____ per ton |

**B. Delivery to Storage Yard**

| Vehicle Type | Location            |                     |                     |                     |                     |                     |                     |                     |
|--------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
|              | 205 Hwy 90          | 9550 Viterbo Rd.    | 12911 Hwy 365       | 7759 Viterbo Rd.    | 24420 Hwy 124       | 9059 Boyt Rd.       | 7780 Boyt Rd.       | 2202 Hebert Rd.     |
| Tandem Dump  | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| Trailer      | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |

**C. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

7. Hot Mix Cold Laid Asphalt Concrete Pavement, Item 8013, Type D (Patching Material)

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor’s closest location to job site or storage yard.

A. Delivery to Job Site

| Distance |               | Vehicle Type     |                  |
|----------|---------------|------------------|------------------|
|          |               | Tandem Dump      | Trailer          |
| 1.       | 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton |
| 2.       | 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3.       | 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4.       | 31+ Miles     | \$ _____ per ton | \$ _____ per ton |

B. Delivery to Storage Yard

| Vehicle Type | Location            |                     |                     |                     |                     |                     |                     |                     |
|--------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
|              | 205 Hwy 90          | 9550 Viterbo Rd.    | 12911 Hwy 365       | 7759 Viterbo Rd.    | 24420 Hwy 124       | 9059 Boyt Rd.       | 7780 Boyt Rd.       | 2202 Hebert Rd.     |
| Tandem Dump  | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| Trailer      | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |



C. Hopper Pick Up

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

8. Cement Stabilized Base, Item 276 Plant Mixed, Crushed Limestone

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor’s closest location to job site.

A. Delivered to Job Site

| Distance |               | Description         |                     |                     |                     |
|----------|---------------|---------------------|---------------------|---------------------|---------------------|
|          |               | 1 ½ Sack/Ton        | 2 Sack/Ton          | 3 Sack/Ton          | 4 Sack/Ton          |
| 1        | 1 - 10 Miles  | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| 2        | 11 - 20 Miles | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| 3        | 21 - 30 Miles | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| 4        | 31+ Miles     | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |

**B. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

**9. Cement Stabilized Base, Item 276 Plant Mixed, Crushed Concrete**

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor’s closest location to job site.

**A. Delivered to Job Site**

| Distance |               | Description         |                     |                     |                     |
|----------|---------------|---------------------|---------------------|---------------------|---------------------|
|          |               | 1 ½ Sack/Ton        | 2 Sack/Ton          | 3 Sack/Ton          | 4 Sack/Ton          |
| 1        | 1 - 10 Miles  | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| 2        | 11 - 20 Miles | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| 3        | 21 - 30 Miles | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| 4        | 31+ Miles     | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |

**B. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

**10. Cement Stabilized Sand, Item 400, Plant Mixed**

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor’s closest location to job site.

**A. Delivered to Job Site**

|          |               | Description         |                     |                     |                     |
|----------|---------------|---------------------|---------------------|---------------------|---------------------|
| Distance |               | 1 ½ Sack/Ton        | 2 Sack/Ton          | 3 Sack/Ton          | 4 Sack/Ton          |
| 1        | 1 - 10 Miles  | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| 2        | 11 - 20 Miles | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| 3        | 21 - 30 Miles | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| 4        | 31+ Miles     | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |



**B. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

**11. Flowable Backfill, Item 401**

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor’s closest location to job site.

| Distance         | Cost              |
|------------------|-------------------|
| 1. 1 - 10 Miles  | \$ _____ per C.Y. |
| 2. 11 - 20 Miles | \$ _____ per C.Y. |
| 3. 21 - 30 Miles | \$ _____ per C.Y. |
| 4. 31+ Miles     | \$ _____ per C.Y. |

12. Dense-Graded Hot Mix Asphalt, Item 340. Gradation D, PG64-22, Max 20% RAP, No RAS

Hopper Pick Up

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

13. Dense-Graded Hot Mix Asphalt, Item 340. Gradation F, PG64-22, Max 20% RAP, No RAS

Hopper Pick Up

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

14. Hydraulic Concrete Cement, Item 421

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor’s closest location to job site.

A. Delivered to Job Site

|          |               | Description       |                   |                   |
|----------|---------------|-------------------|-------------------|-------------------|
| Distance |               | Item 421, Type A  | Item 421, Type B  | Item 421, Type S6 |
| 1        | 1 - 10 Miles  | \$ _____ per C.Y. | \$ _____ per C.Y. | \$ _____ per C.Y. |
| 2        | 11 - 20 Miles | \$ _____ per C.Y. | \$ _____ per C.Y. | \$ _____ per C.Y. |
| 3        | 21 - 30 Miles | \$ _____ per C.Y. | \$ _____ per C.Y. | \$ _____ per C.Y. |
| 4        | 31+ Miles     | \$ _____ per C.Y. | \$ _____ per C.Y. | \$ _____ per C.Y. |

**REQUIRED FORM**  
**Bidder:** Please complete this form and include with bid submission.



### VENDOR REFERENCES FORM

Bidder: 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.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**REFERENCE ONE**

Government/Company Name: See Attached Reference Sheet

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: \_\_\_\_\_



Dirt Rocks Construction Industry Solutions, LLC  
14493 South Padre Island Dr.  
Suite A472  
Corpus Christi, TX 78418  
Phone: 833-347-8769

## CREDIT REFERENCE LETTER

### Principal Officers

President: Teresa Pedersen  
Vice President: Robby Pedersen

### Tax Information

EIN: 47-3533074

DUNS: 932204584

Sales Tax Exempt TX: 32056662045

Sales Tax Exempt FL: 78-8018484412-1

Sales Tax Exempt GA: 175865562

Resale tax exempt copy upon request

### CONFIDENTIAL: BANK REFERENCE

#### American Bank

14602 SPID, Corpus Christi, TX 78418

Tiffany Grona

Phone: 361-949-8070 ext 5331

[tgrona@americanbank.com](mailto:tgrona@americanbank.com)

### Key Offices

Account Payable: [ap@dirtrocks.com](mailto:ap@dirtrocks.com)

Accounts Receivable: [ar@dirtrocks.com](mailto:ar@dirtrocks.com)

Director Of Operations: [rdonithan@dirtrocks.com](mailto:rdonithan@dirtrocks.com)

Florida Office: [jjohnson@dirtrocks.com](mailto:jjohnson@dirtrocks.com)

Human Resources: [jpotter@dirtrocks.com](mailto:jpotter@dirtrocks.com)

Dirt Rocks Construction

Industry Solutions, LLC

Phone: 361-239-4133

Email: [office@dirtrocks.com](mailto:office@dirtrocks.com)

Website: [www.dirtrocks.com](http://www.dirtrocks.com)

### Physical Address:

9708 South Padre Island Dr.

Suite A202

Corpus Christi, TX 78418

### Company Status

Woman Owned Certified

State of Incorporation: Texas

Date of Incorporation: 2015

Type of Business: LLC

Services: Aggregate Trucking & Delivery

Satellite Office: Marianna, FL

### CONFIDENTIAL: TRADE REFERENCES

#### Vulcan Materials

3149 Suntide, Corpus Christi, TX 78409

Victor Pinon 361-241-4722

[pinonv@vmcmail.com](mailto:pinonv@vmcmail.com)

#### Rockport Terminals

10000 Memorial Drive Ste 700

Houston, TX 77024

Grant 832-623-0586

[grant@rockportterminals.com](mailto:grant@rockportterminals.com)

#### B & G Materials

P.O. Box 969

Beeville, TX 78104

Rhonda Bloemer 361-358-2968

[rhondabgmaterials@yahoo.com](mailto:rhondabgmaterials@yahoo.com)

SIGNATURE PAGE

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

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

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

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

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

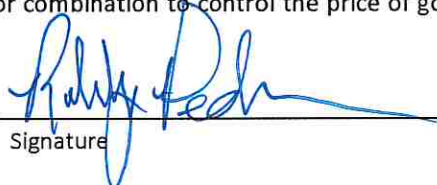
Dirt Rocks Construction Industry Solutions, LLC  
Bidder (Entity Name)

14493 South Padre Island Dr Suite A472  
Street & Mailing Address

Corpus Christi, TX 78418  
City, State & Zip

(833) 347-8769  
Telephone Number

rpedersen@dirtrocks.com  
E-mail Address

  
Signature

Robby Pedersen  
Print Name

10/3/23  
Date Signed

(361) 237-1321  
Fax Number

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**



### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Robby Pedersen

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


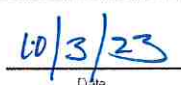
10/3/23

Date

#### REQUIRED FORM

**Bidder:** Please complete this form and include with bid submission.

**CONFLICT OF INTEREST QUESTIONNAIRE**

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

Adopted 8/7/2015

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

|                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>LOCAL GOVERNMENT OFFICER<br/>CONFLICTS DISCLOSURE STATEMENT</b>                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>FORM CIS</b>           |
| This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.<br>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. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>OFFICE USE ONLY</b>    |
| 1                                                                                                                                                                                                                                                                                                                                           | Name of Local Government Officer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Date Received<br><br><br> |
| 2                                                                                                                                                                                                                                                                                                                                           | Office Held                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                           |
| 3                                                                                                                                                                                                                                                                                                                                           | Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                           |
| 4                                                                                                                                                                                                                                                                                                                                           | Description of the nature and extent of employment or other business relationship with vendor named in item 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                           |
| 5                                                                                                                                                                                                                                                                                                                                           | List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).<br><br>Date Gift Accepted _____ Description of Gift _____<br><br>Date Gift Accepted _____ Description of Gift _____<br><br>Date Gift Accepted _____ Description of Gift _____<br><br>(attach additional forms as necessary)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                           |
| 6                                                                                                                                                                                                                                                                                                                                           | <b>AFFIDAVIT</b><br><br>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.<br><br><div style="text-align: center; margin-top: 20px;">                     _____<br/>                     Signature of Local Government Officer                 </div> AFFIX NOTARY STAMP / SEAL ABOVE<br><br>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.<br><br><div style="display: flex; justify-content: space-between; margin-top: 20px;"> <span>_____<br/>Signature of officer administering oath</span> <span>_____<br/>Printed name of officer administering oath</span> <span>_____<br/>Title of officer administering oath</span> </div> |                           |

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**



GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

[ ] Yes [X] No

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

Did the Prime Contractor/Consultant . . .?

- 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?
2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why.

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

Robby Pedersen
Printed Name of Authorized Representative

[Handwritten Signature]
Signature

Vice President
Title

10/3/23
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

**NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH  
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

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

Yes  No

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

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

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

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

Project Title & 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.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

### HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

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: \_\_\_\_\_

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**



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.

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING 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: \_\_\_\_\_

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

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): Robby Pedersen

Title: Vice President

Signature: 

Date: 10/3/23

E-mail address: rpedersen@dirtrocks.com

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

Name (print or type): Daniel Guerrero

Title: Accounts Receivable Lead

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

E-mail address: ar@dirtrocks.com

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**



**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) "Non-resident 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 Dirt Rocks, LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

|                                                                                                               |                       |                                                |
|---------------------------------------------------------------------------------------------------------------|-----------------------|------------------------------------------------|
| Taxpayer Identification Number (T.I.N.):                                                                      |                       | 47-3533074                                     |
| Company Name submitting bid/proposal:                                                                         |                       | Dirt Rock Construction Industry Solutions, LLC |
| Mailing address:                                                                                              | 14493 SPID Suite A472 |                                                |
| 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.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

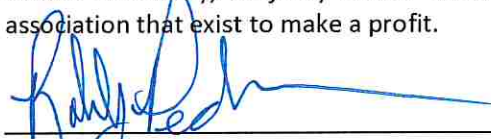
HOUSE BILL 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of (company or business name) Dirt Rock Construction Industry Solutions, LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.002, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

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

10/3/23  
 \_\_\_\_\_  
 Date

On this 3<sup>rd</sup> day of October, 2023, personally appeared

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

Notary Seal \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Signature  
 \_\_\_\_\_  
10-3-23  
 \_\_\_\_\_  
 Date



**REQUIRED FORM**  
**Bidder:** Please complete this form and include with bid submission.

**SENATE BILL 252 CERTIFICATION**

---

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

Dirt Rock Construction Industry Solutions, LLC

**Company Name**

---

**IFB/RFP/RFQ number**

**Certification check performed by:**

---

**Purchasing Representative**

---

**Date**



BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Nueces

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

on this day personally appeared Robby Pedersen, who  
(name)

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

"I, Robby Pedersen am a duly authorized officer of/agent  
(name)  
for Dirt Rock Construction Industry Solutions, LLC and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Dirt Rock Construction Industry Solutions, LLC.  
(name of firm)

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

Name and address of Bidder: Dirt Rock Construction Industry Solutions, LLC  
14493 South Padre Island Dr Suite A472, Corpus Christi, TX 78418

Fax: 361-237-1321 Telephone# 833-347-87696

by: Robby Pedersen Title: V. P.  
(print name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named Robby Pedersen on

this the 3rd day of October, 2023.

[Handwritten Signature]  
Notary Public in and for  
the State of Texas

**REQUIRED FORM**  
Bidder: Please complete this form  
and include with bid submission.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

September 5, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-048/MR) Term Contract for Road Building Materials for Jefferson County. Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.

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

- BID NAME: Term Contract for Road Building Materials for Jefferson County
BID NUMBER: IFB 23-048/MR
DUE BY TIME/DATE: 11:00 AM CT, Wednesday, October 18, 2023
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) 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 least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid. Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Handwritten signature of Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise:
September 6, 2023 & September 13, 2023



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**BID SUBMISSIONS:**

**One (1) Original and five (5) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

**Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>**

**Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.**



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 BID PRIOR TO 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 BID AFTER 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 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 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 office working hours of 8:00 am CT to 4:00 pm CT, 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 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

#### 4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

**The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.**

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

**All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.**

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

#### 4.8 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.

#### 4.9 WARRANTY.

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



in material, workmanship and title.

#### **4.10 UNIFORM COMMERCIAL CODE.**

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

#### **4.11 VENUE.**

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

#### **4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.**

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

#### **4.13 SILENCE OF SPECIFICATIONS.**

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

### **5. 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.

### **6. 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.

### **7. 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 non-conformity 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.

#### **8. 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.

#### **9. 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.

#### **10. 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.

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

#### **12. 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.

#### **13. 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.



**14. 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.

**15. 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.

**16. CURRENCY.**

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

**17. 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.

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

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

**19. 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.

**20. DEFINITIONS.**

"County" – Jefferson County, Texas.

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

**21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.**

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.



**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS  
REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. \*Language as of August 31, 2022.

| THRESHOLD                                                   | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | CITATION                                             |
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| <p>&gt;\$250,000<br/>(Simplified Acquisition Threshold)</p> | <p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <a href="#">41 U.S.C. 1908</a>, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>2 CFR 200 APPENDIX II (A)</p>                     |
| <p>&gt;\$10,000</p>                                         | <p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>2 CFR 200 APPENDIX II (B)</p>                     |
| <p>None</p>                                                 | <p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of "federally assisted construction contract" in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<a href="#">30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.</a>, p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <a href="#">41 CFR part 60</a>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to</p> | <p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p> |

post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that



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|                    | <p>such provisions will be binding upon each subcontractor or vendor. The 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:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p> |                                  |
|                    | <p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<a href="#">40 U.S.C.</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                  |
| <p>&gt;\$2,000</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>2 CFR 200 APPENDIX II (D)</p> |



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|            | <a href="#">3145</a> ), as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 3</a> , "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 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                               |
| >\$100,000 | Contract Work Hours and Safety Standards Act ( <a href="#">40 U.S.C. 3701-3708</a> ). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a> , as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 5</a> ). Under <a href="#">40 U.S.C. 3702</a> of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <a href="#">40 U.S.C. 3704</a> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. | 2 CFR 200 APPENDIX II (E)                     |
| None       | Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <a href="#">37 CFR § 401.2 (a)</a> and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of <a href="#">37 CFR Part 401</a> , "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2 CFR 200 APPENDIX II (F)                     |
| >\$150,000 | Clean Air Act ( <a href="#">42 U.S.C. 7401-7671q</a> ) and the Federal Water Pollution Control Act ( <a href="#">33 U.S.C. 1251-1387</a> ), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( <a href="#">42 U.S.C. 7401-7671q</a> ) and the Federal Water Pollution Control Act as amended ( <a href="#">33 U.S.C. 1251-1387</a> ). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2 CFR 200 APPENDIX II (G)                     |
| >\$25,000  | Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a> ) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <a href="#">2 CFR 180</a> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 2 CFR 200 APPENDIX II (H)                     |
| >\$100,000 | Byrd Anti-Lobbying Amendment ( <a href="#">31 U.S.C. 1352</a> ) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2 CFR 200 APPENDIX II (I) and 24 CFR §570.303 |



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|            | connection with obtaining any Federal contract, grant or any other award covered by <a href="#">31 U.S.C. 1352</a> . 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                           |
|            | See 2 CFR §200.323.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 CFR 200 APPENDIX II (J) |
|            | See 2 CFR §200.216.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 CFR 200 APPENDIX II (K) |
|            | See 2 CFR §200.322.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 CFR 200 APPENDIX II (L) |
| >\$10,000  | A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <a href="#">40 CFR part 247</a> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2 CFR 200.323             |
| >\$100,000 | <p><i>§135.38 Section 3 clause</i><br/> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> |                           |

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|             | <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                      |
| <p>None</p> | <p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</li> </ul> <ul style="list-style-type: none"> <li>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</li> <li>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</li> <li>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</li> </ul> | <p>2 CFR 200.216</p> |



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|      | <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| None | <p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>                                                                                                                | 2 CFR 200.322(a)(b)(1)(2) |
| None | <p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2 CFR 200.112             |
| None | <p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p> | 2 CFR 200.336             |
| None | <p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2 CFR 200.321             |

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                       |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
|             | <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using 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; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                       |
| <p>None</p> | <p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p> | <p>2 CFR 200.334</p>                  |
|             | <p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252,</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                       |
| <p>None</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>Texas Government Code 2252.152</p> |



|                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                            |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
|                                                                     | Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.                                                                                                                                                                                           |                                                            |
| >\$100,000                                                          | <p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p> | Texas Government Code 2271.002                             |
| Option Contract Language for contracts awarded prior to Grant Award | The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Optional                                                   |
|                                                                     | Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 42 U.S.C. 6201                                             |
|                                                                     | The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Section 504 of the Rehabilitation Act of 1973, as amended. |



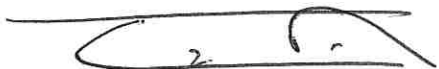
**BYRD ANTI-LOBBYING CERTIFICATION**

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Modern Concrete & Materials, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

Trent Almond - President

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

10/11/2023

\_\_\_\_\_  
**Date**

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**DEBARMENT/SUSPENSION CERTIFICATION**

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acgquisition.qov/far/index.html> see section 52.209-6.

The Contractor Modern Concrete & Materials, LLC certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



**Signature of Contractor's Authorized Official**

Trent Almond - President

**Name and Title of Contractor's Authorized Official**

10/11/2023

**Date**

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**



## CIVIL RIGHTS COMPLIANCE PROVISIONS

### 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:



**CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.



Signature of Contractor's Authorized Official

Trent Almond - President

Name and Title of Contractor's Authorized Official

10/11/2023

Date

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**

## SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions **supersede** General Requirements where applicable.

### 1. SUBMISSION OF BID.

#### **Bidder is Responsible for Submitting:**

**One (1) Original and five (5) Bid Copies; with all copies to include a Completed Copy of this specifications packet in its entirety.**

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

**Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.**

#### **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

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

**All submissions must be received by 11:00 am CT, Wednesday, October 18, 2023.**

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.

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

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

**COURTHOUSE SECURITY:** All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.



**COUNTY HOLIDAYS (2023):**

|                  |                     |                             |
|------------------|---------------------|-----------------------------|
| January 16       | (Monday)            | Martin Luther King, Jr. Day |
| February 20      | (Monday)            | President's Day             |
| April 7          | (Friday)            | Good Friday                 |
| May 29           | (Monday)            | Memorial Day                |
| July 4           | (Tuesday)           | Independence Day            |
| September 4      | (Monday)            | Labor Day                   |
| November 10      | (Friday)            | Veteran's Day               |
| November 23 & 24 | (Thursday & Friday) | Thanksgiving                |
| December 25 & 26 | (Monday & Tuesday)  | Christmas                   |
| January 1, 2024  | (Monday)            | New Year's                  |

**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 IFB 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 Statements of Qualifications 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.

**2. PRE-BID MEETING AND WALK-THROUGH.**

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

**3. QUESTIONS/DEADLINE FOR QUESTIONS.**

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, October 6, 2023.

**4. VENDOR REGISTRATION (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>

**In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.**

**However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.**



**BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.**

< Entity Workspace

Enter an entity ID, name, or keyword



Show Workspace For Non-Federal Entities



- Non-Federal Entities
- BioPreferred Reporting
- Service Contract Reporting

Filter By



Keyword



< 1 of 1 >

Results per page 25

Sort by

Expiration Date As

**MODERN CONCRETE & MATERIALS LLC** ● Active Registration

Unique Entity ID:  
ZH26CD7SEQN6

Doing Business As:  
(blank)

Purpose of Registration:  
All Awards

CAGE/NCAGE:  
8ZEV9

Physical Address:  
4825 ROMEDA RD  
BEAUMONT, TX 77705-1198 USA

Expiration Date

May 10, 2024

## 5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

### 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 with bid submission.

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)

A sample of a completed FORM 1295 is included on **PAGE 28**.

#### FORM 1295 Implementation Background:

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.”

**Question:** Will the date of birth and address provided appear on the TEC’s website when the form is filed?

**Answer:** No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at \*10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

#### **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 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



**SAMPLE COMPLETED FORM 1295**

**VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.**

**CERTIFICATE OF INTERESTED PARTIES** **FORM 1295**

|                                                                                                                                   |                        |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Complete Nos. 1 - 4 and 6 if there are interested parties.<br>Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | <b>OFFICE USE ONLY</b> |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------|

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.  
**VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE**

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
**JEFFERSON COUNTY, TEXAS**

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
**VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.**

| 4<br>Name of Interested Party                                                         | City, State, Country<br>(place of business) | Nature of Interest (check applicable) |              |
|---------------------------------------------------------------------------------------|---------------------------------------------|---------------------------------------|--------------|
|                                                                                       |                                             | Controlling                           | Intermediary |
| <b>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</b> |                                             | <b>X</b>                              |              |
| <b>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</b>      |                                             |                                       | <b>X</b>     |
|                                                                                       |                                             |                                       |              |
|                                                                                       |                                             |                                       |              |
|                                                                                       |                                             |                                       |              |

**5** Check only if there is no Interested Party. **CHECK BELOW IF APPLICABLE**

**6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

Form provided by Texas Ethics Commission [www.ethics.state.tx.us](http://www.ethics.state.tx.us) Revised 12/22/2017  
**NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.**

**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

# CERTIFICATE OF INTERESTED PARTIES

379  
FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Modern Concrete & Materials LLC  
Beaumont, TX United States

Certificate Number:  
2023-1082215

Date Filed:  
10/11/2023

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Jefferson County

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

IFB 23-048/MR  
Term Contract for Road Building Materials for Jefferson County Road Building Materials aggregate and ready mix concrete

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|------------------------------------------|---------------------------------------|--------------|
|   |                          |                                          | Controlling                           | Intermediary |
|   | Almond, Trent            | Beaumont, TX United States               | X                                     |              |
|   | Almond, Doug             | Beaumont, TX United States               | X                                     |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |

5 Check only if there is NO Interested Party.

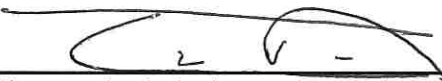
**6 UNSWORN DECLARATION**

My name is Trent Almond, and my date of birth is 8/28/92.

My address is 2835 S. Pine Island Rd., Beaumont, TX, 77713, US.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of Texas, on the 17 day of 10, 2023.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



**SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)**

**6. MULTIPLE VENDOR AWARD.**

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

**7. 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.

**8. 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.

**9. 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.

**10. INSURANCE.**

The contractor (including any and all subcontractors as defined in Section 11.1.3 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:**

|                                                                        |                    |
|------------------------------------------------------------------------|--------------------|
| <b>Public Liability, including Products &amp; Completed Operations</b> | <b>\$1,000,000</b> |
| <b>Excess Liability</b>                                                | <b>\$1,000,000</b> |

**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)

**11. WORKERS' COMPENSATION INSURANCE**

## 11.1 Definitions:

- 11.1.1 **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.
  - 11.1.2 **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.
  - 11.1.3 **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.
- 11.2 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.
  - 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.
  - 11.4 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.
  - 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
    - 11.5.1 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
    - 11.5.2 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.
  - 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
  - 11.7 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.
  - 11.8 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.
  - 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
    - 11.9.1 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.



- 11.9.2 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.
- 11.9.3 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.
- 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
- 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
  - 11.9.4.2 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.
- 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 11.9.6 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
- 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 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.
- 11.11 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.



**BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.**

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
384  
10/11/2023

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

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

|                                                                    |                                           |                                    |
|--------------------------------------------------------------------|-------------------------------------------|------------------------------------|
| <b>PRODUCER</b><br>ANCO Insurance<br>PO Box 3889<br>Bryan TX 77805 | <b>CONTACT NAME:</b> Juanice Smith        |                                    |
|                                                                    | <b>PHONE (A/C, No, Ext):</b> 979-774-6504 | <b>FAX (A/C, No):</b> 979-774-5372 |
| <b>E-MAIL ADDRESS:</b> smithj@anco.com                             |                                           |                                    |
| <b>INSURER(S) AFFORDING COVERAGE</b>                               |                                           | <b>NAIC #</b>                      |
| <b>INSURER A :</b> Oklahoma Surety Co.                             |                                           | 23426                              |
| <b>INSURER B :</b> Everest Indemnity Insurance Co                  |                                           | 10851                              |
| <b>INSURER C :</b> Starstone Specialty Insurance                   |                                           | 44776                              |
| <b>INSURER D :</b> Texas Mutual Insurance Company                  |                                           | 22945                              |
| <b>INSURER E :</b> RSUI Indemnity Co.                              |                                           | 22314                              |
| <b>INSURER F :</b> Gray Surplus Lines Insurance C                  |                                           |                                    |

**INSURED**  
 Modern Concrete & Materials, LLC  
 P.O. Box 21557  
 Beaumont TX 77720

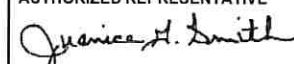
MODECON-02

**COVERAGES** **CERTIFICATE NUMBER:** 1844880590 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                   | ADDL INSD | SUBR WVD       | POLICY NUMBER          | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY)  | LIMITS                                                                                                                                                                                                                                            |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------|------------------------|-------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |                | 06GL001103377          | 8/22/2023               | 12/30/2023               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ Excluded<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                  |           |                | CF8CA00361221          | 12/30/2022              | 12/30/2023               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| C        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                        |           |                | 75827O220ALI           | 8/22/2022               | 12/30/2023               | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000<br>\$                                                                                                                                                                                      |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                       |           | Y / N<br>N / A | 0002036667             | 8/22/2023               | 12/30/2023               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                         |
| E<br>F   | Excess Liability<br>Excess Liability                                                                                                                                                                                                                                                                                |           |                | NHA099034<br>GSL101012 | 8/22/2022<br>12/30/2022 | 12/30/2023<br>12/30/2023 | Occurrence/Aggregate 3000000/3000000<br>Occurrence/Aggregate 5000000/5000000                                                                                                                                                                      |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Pollution Liability  
 Westchester Fire Insurance Company  
 Effective 12/30/2022 to 12/30/2023  
 Occurrence/Aggregate \$5,000,000/\$5,000,000

|                                                                                                                              |                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>Jefferson County Purchasing Department<br>1149 Pearl Street, 1st Floor<br>Beaumont TX 77701 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**BIDDER INFORMATION FORM**

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

**Bid Number & Name:** (IFB 23-048/MR) Term Contract for Road Building Materials for Jefferson County

**Bidder's Company/Business Name:** Modern Concrete & Materials, LLC

**Bidder's TAX ID Number:** 84-2481115

**If Applicable:** HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

**Contact Person:** Jennifer Frederick **Title:** Sales Coordinator

**Phone Number (with area code):** 409-842-2100

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

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

**Email Address:** jfrederick@modernconcretetx.com

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

4825 Romeda Rd  
Address  
Beaumont, TX 77705  
City, State, Zip Code

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



## SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 23-048/MR.

### **SCOPE OF PROJECT:**

Jefferson County is soliciting bids for Road Building Materials for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year with an option to renew for four (4) additional one-year terms beginning on the Date of Award.

### **INSTRUCTIONS TO BIDDERS:**

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

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

Prices may be adjusted only to reflect increases or decreases in rail rates, or as indicated on bid blank. The County shall require written verification on any increase in rail rates. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase orders will be released to the successful bidder(s) as required.

**Minimum Orders: Contractor may require minimum orders. However, Contractor MUST include Minimum Order Quantities on Bid Form.**

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

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

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

Reference is made to latest version of the Texas Department of Transportation (TXDOT) Standard Specifications for measurement of the various items bid.

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

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

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

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

|                                                                        |                                                            |             |
|------------------------------------------------------------------------|------------------------------------------------------------|-------------|
| <b>Uncoated Limestone Rock Asphalt Aggregate for Surface Treatment</b> | Item 302 Type A Grade 3                                    | 2,700 tons  |
|                                                                        | Item 302 Type A Grade 4                                    | 32,500 tons |
|                                                                        | Item 302 Type A Grade 4S                                   | 2,900 tons  |
| <b>Pre-coated Rock Asphalt Aggregates for Surface Treatment</b>        | Item 302 Type PB Grade 4                                   | 5,900 tons  |
| <b>Item 247, Flexible Base</b>                                         | Item 247 Type A Gr 1 CLA (minimum P.I. 4; maximum P.I. 10) | 6,200 tons  |
| <b>Hot Mix Cold Laid Asphaltic Concrete Pavement</b>                   | Item 8013 Type "D"                                         | 400 tons    |
| <b>Hot Mix Asphaltic Concrete Pavement</b>                             | Item 340 Type "D"                                          | 1,900 tons  |

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

Materials shall be measured by ton or by gallon, as indicated on the bid form.

**Truck Delivery:** Quote delivery via tandem dump truck or by trailer as may be required. It will be the decision of each precinct how materials are delivered. Price for delivery to the eight (8) county delivery points listed below or delivery to a job site shall be price per ton, based on mileage distance or location indicated.

|                                  |                                       |
|----------------------------------|---------------------------------------|
| Precinct 1 Stockpile Yard        | 205 Hwy 90, China, TX 77613           |
| Precinct 2 Rock Yard             | 9550 Viterbo Road, Beaumont, TX 77705 |
| Precinct 2 LaBelle Yard          | 12911 Hwy 365, Beaumont, TX 77705     |
| Precinct 2 Maintenance Yard      | 7759 Viterbo Road, Beaumont, TX 77705 |
| Precinct 3 Stockpile Yard        | 24420 Hwy 124, Hamshire, TX 77622     |
| Precinct 4 Stockpile Yard        | 9059 Boyt Road, Beaumont, TX 77713    |
| Precinct 4 Service Center        | 7780 Boyt Road, Beaumont, TX 77713    |
| Precinct 4 Hebert Service Center | 2202 Hebert Rd, Beaumont, TX 77705    |

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

Texas State Department of Transportation Standard Specification (Latest Version), with the exceptions noted below, shall define the materials in this Invitation for Bid Specification.

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



**CMD-9000-002 ASPHALTIC CONCRETE PATCHING MATERIAL  
(STOCKPILE STORAGE)**

**Description**

This material is to be manufactured using a special cutback material (SCMI). This specification shall govern for an asphaltic concrete mixture intended primarily as a cool to cold weather stockpile patching mix for maintenance. It shall remain workable in the stockpile for several months and have good adhesion to wet surfaces. The length of satisfactory stockpiling and the lowest temperature at which it can be used will vary according to the type and grade of asphaltic binder specified. It is primarily a crushed stone asphaltic concrete with asphalt additives.

**Materials**

SCM I (Special Cutback Material I) shall meet the following requirements. SCM I recommended Aggregate II only.

| <b>Tests on SCM I:</b>                                                                              |              |
|-----------------------------------------------------------------------------------------------------|--------------|
| Flash Point (Test Method Tex-512-C):                                                                | 79°C Minimum |
| Water (Test Method Tex-501C):                                                                       | 0.2% Maximum |
| Kinematic Viscosity at 60C, cSt (Test Method Tex-529-C):                                            | 500 to 1,000 |
| Distillation (Test Method Tex-515-C), expressed as a percent by volume of total distillate to 360C. |              |

|                           | <b>Minimum</b> | <b>Maximum</b> |
|---------------------------|----------------|----------------|
| Off at 225C               | 0              | 0              |
| Off at 260C               | 0              | 0.5            |
| Off at 315C               | 20             | 60             |
| Residue at 360C, Volume % | 76             |                |

| <b>Tests on Distillation Residue:</b>                    |                |
|----------------------------------------------------------|----------------|
| Penetration at 25C, 150g, 5 sec. <sup>1</sup>            | 180 Minimum    |
| Ductility at 4C, 1 cm/min (Test Method Tex-503-C):       | 100 cm Minimum |
| Solubility in Trichloroethylene (Test Method Tex-507-C): | 99% Minimum    |

Asphaltic Additives. One or more asphaltic additives to prevent stripping of the asphalt from the aggregate in the presence of water and promote bonding to damp or wet surfaces shall be incorporated into the mixture. The additive(s) shall be added to the asphalt material at the point of origin or be metered in at the mix plant to provide a uniform concentration of the agent(s). The type and amount of additive(s) used will be approved by the Engineer in the design stage based on the resistance to stripping, as described in Article 3, "Properties of the Mixture" and desired bonding and workability characteristics.

Distillate: When an MC-800 is designated as the asphaltic material to be used, the Engineer may also direct that distillate in amounts not to exceed five percent by weight of the MC-800 be added in order to extend stockpile life and improve cold weather workability. The distillate shall meet the requirements for No. 1 and No. 2 diesel, ASTM D-975, Standard Specification for Diesel Fuel Oils, with the exception that the maximum water content shall not be greater than 0.2 percent.

<sup>1</sup> ASTM D-5 procedure except using cone conforming to ASTM D-217. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and water decanted from top of sample before transferring from the bath to the penetrometer.



The distillate shall be metered into the mix plant separately from the MC-800, or with the permission of the Engineer, may be blended with the MC-800.

Aggregate: The aggregate shall meet the requirements for aggregate as specified in Item 334, "Hot Mix – Cold Laid Asphaltic Concrete Pavement."

**Properties of the Mixture:**

General Testing: When tested according to standard Department Test Methods, the mixture shall comply with the following requirements:

|                                                                                                                                       | Minimum         | Maximum |
|---------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------|
| Asphalt Content, exclusive of volatiles, percent by weight                                                                            | 3.0             | 7.0     |
| Hydrocarbon Volatile Content of mix, percent by weight                                                                                | 0.3             | 1.0     |
| Moisture Content of mix (the requirement does not apply to mixtures produced at mixing temperatures of 79C or less) percent by weight |                 | 2.0     |
| Hveem Stability at 60C, percent (cured and molded in accordance with Test Method Tex-206-F)                                           | 35 <sup>2</sup> |         |

Mixture Design and Aggregate Gradation: One or more of the gradation types specified in Item 334, "Hot Mix – Cold Laid Concrete Pavement" for optimum density mixtures, or of the open mixture gradations shown below shall be designated by the Engineer on the plans or requisition.

For mixtures to be produced with Item 334, "Hot Mix – Cold Laid Concrete Pavement" gradation, the mixture should be designated in accordance with Test Method Tex-204-F and asphalt content selected to result in laboratory density as follows:

| Density (Percent) |         |         |
|-------------------|---------|---------|
| Minimum           | Maximum | Optimum |
| 93.5              | 96.5    | 95.0    |

For mixtures to be produced with Gradation II below, the Engineer shall select the asphalt content within the range specified under "Asphalt Content" above:

| Sieve Size        | % Passing (by weight) |
|-------------------|-----------------------|
| ¾"                |                       |
| ½"                | 100                   |
| 3/8"              | 95 – 100              |
| No. 4             | 17 – 40               |
| No. 10            | 2 – 15                |
| No. 40            | –                     |
| No. 80            | –                     |
| No 200            | 0 – 3                 |
| AC % <sup>3</sup> | 4.5 – 6.5             |

Resistance to Water Damage: The as-received mix shall be evaluated for resistance to water damage by soaking a 100 gram representative sample of the total mixture in 200 milliliter (ml) of distilled or de-ionized water at 60 +/- 1C for 24 +/- 2 hours. The soaking test shall be accomplished in a glass beaker of

<sup>2</sup> The requirements for Hveem Stability are applicable to mixtures with Item 344, "Hot Mix – Cold Laid Asphaltic Concrete Pavement" gradations only.  
<sup>3</sup> Recommended asphalt content range.

approximately 400 ml. Upon completion of the 24-hour soaking period, the mixture shall be evaluated while submerged in the testing water. The material shall show no visible evidence of stripping.

**Preparation of Mixture:**

The mixture shall be plant mixed. All production equipment shall meet the requirements of Item 334, "Hot Mix – Cold Laid Concrete Pavement." The asphaltic material shall be heated in accordance with Article 300.3, "Storage, Heating and Application Temperatures." The application temperature for SCM I and SCM II shall be 170F (76C) to 200F (93C) unless otherwise specified by the material supplier. The temperature of the bituminous mixture at the point of discharge from the mixer and the temperature of the aggregate, when mixed with bituminous material, shall not exceed 200F (93C) unless otherwise approved by the Engineer. The mixture shall be mixed until all of the aggregate is uniformly coated.

**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:**

Modern Concrete & Materials, LLC

Company Name

PO Box 21557

Address

Beaumont, TX 77720

City

State

Zip



Signature of Person Authorized to Sign

Trent Almond

Printed Name

President

Title

**For clarification of this offer, contact:**

Trent Almond - President

Name & Title

409-659-1208

Phone

Fax

talmond@modernconcretetx.com

E-mail

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



**ACCEPTANCE OF OFFER**

The Offer is hereby accepted for the following items: Road Building Materials for a Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 23-048/MR, Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

\_\_\_\_\_  
**Jeff R. Branick, County Judge**  
**JEFFERSON COUNTY, TEXAS**

\_\_\_\_\_  
**Date**

**ATTEST:**

\_\_\_\_\_  
**Roxanne Acosta Hellberg, County Clerk**  
**JEFFERSON COUNTY, TEXAS**

\_\_\_\_\_  
**Date**

**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.  
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

BID FORM

1. Rock Asphalt Item 302 - Truck Delivery **No Bid**

| Description                                                               |                                           | Location          |                         |                      |                         |                      |                      |                      |                        |
|---------------------------------------------------------------------------|-------------------------------------------|-------------------|-------------------------|----------------------|-------------------------|----------------------|----------------------|----------------------|------------------------|
| <b>Uncoated Limestone Rock Asphalt Aggregate for Surface Treatments:</b>  |                                           | <b>205 Hwy 90</b> | <b>9550 Viterbo Rd.</b> | <b>12911 Hwy 365</b> | <b>7759 Viterbo Rd.</b> | <b>24420 Hwy 124</b> | <b>9059 Boyt Rd.</b> | <b>7780 Boyt Rd.</b> | <b>2202 Hebert Rd.</b> |
| 1.                                                                        | Item 302 Type B Grade 3, Non-lightweight  | \$ _____ per ton  | \$ _____ per ton        | \$ _____ per ton     | \$ _____ per ton        | \$ _____ per ton     | \$ _____ per ton     | \$ _____ per ton     | \$ _____ per ton       |
| 2.                                                                        | Item 302 Type B Grade 4                   | \$ _____ per ton  | \$ _____ per ton        | \$ _____ per ton     | \$ _____ per ton        | \$ _____ per ton     | \$ _____ per ton     | \$ _____ per ton     | \$ _____ per ton       |
| 3.                                                                        | Item 302 Type B Grade 4S                  | \$ _____ per ton  | \$ _____ per ton        | \$ _____ per ton     | \$ _____ per ton        | \$ _____ per ton     | \$ _____ per ton     | \$ _____ per ton     | \$ _____ per ton       |
| <b>Precoated Limestone Rock Asphalt Aggregate for Surface Treatments:</b> |                                           | <b>205 Hwy 90</b> | <b>9550 Viterbo Rd.</b> | <b>12911 Hwy 365</b> | <b>7759 Viterbo Rd.</b> | <b>24420 Hwy 124</b> | <b>9059 Boyt Rd.</b> | <b>7780 Boyt Rd.</b> | <b>2202 Hebert Rd.</b> |
| 1.                                                                        | Item 302 Type PB Grade 3, Non-lightweight | \$ _____ per ton  | \$ _____ per ton        | \$ _____ per ton     | \$ _____ per ton        | \$ _____ per ton     | \$ _____ per ton     | \$ _____ per ton     | \$ _____ per ton       |
| 2.                                                                        | Item 302 Type PB Grade 4                  | \$ _____ per ton  | \$ _____ per ton        | \$ _____ per ton     | \$ _____ per ton        | \$ _____ per ton     | \$ _____ per ton     | \$ _____ per ton     | \$ _____ per ton       |
| 3.                                                                        | Item 302 Type PB Grade 4S                 | \$ _____ per ton  | \$ _____ per ton        | \$ _____ per ton     | \$ _____ per ton        | \$ _____ per ton     | \$ _____ per ton     | \$ _____ per ton     | \$ _____ per ton       |



2. Rock Asphalt Item 302- Railroad Delivery **No Bid**

| Description                                                               |                   |                         |                      |                         |                      |                      |                      |                        |  |  |  |
|---------------------------------------------------------------------------|-------------------|-------------------------|----------------------|-------------------------|----------------------|----------------------|----------------------|------------------------|--|--|--|
| <b>Uncoated Limestone Rock Asphalt Aggregate for Surface Treatments:</b>  | <b>205 Hwy 90</b> | <b>9550 Viterbo Rd.</b> | <b>12911 Hwy 365</b> | <b>7759 Viterbo Rd.</b> | <b>24420 Hwy 124</b> | <b>9059 Boyt Rd.</b> | <b>7780 Boyt Rd.</b> | <b>2202 Hebert Rd.</b> |  |  |  |
| Item 302 Type B Grade 3, Non-Lightweight                                  | \$ per ton        | \$ per ton              | \$ per ton           | \$ per ton              | \$ per ton           | \$ per ton           | \$ per ton           | \$ per ton             |  |  |  |
| Item 302 Type B Grade 4                                                   | \$ per ton        | \$ per ton              | \$ per ton           | \$ per ton              | \$ per ton           | \$ per ton           | \$ per ton           | \$ per ton             |  |  |  |
| Item 302 Type B Grade 4S                                                  | \$ per ton        | \$ per ton              | \$ per ton           | \$ per ton              | \$ per ton           | \$ per ton           | \$ per ton           | \$ per ton             |  |  |  |
| <b>Precoated Limestone Rock Asphalt Aggregate for Surface Treatments:</b> | <b>205 Hwy 90</b> | <b>9550 Viterbo Rd.</b> | <b>12911 Hwy 365</b> | <b>7759 Viterbo Rd.</b> | <b>24420 Hwy 124</b> | <b>9059 Boyt Rd.</b> | <b>7780 Boyt Rd.</b> | <b>2202 Hebert Rd.</b> |  |  |  |
| Item 302 Type PB Grade 3, Non-Lightweight                                 | \$ per ton        | \$ per ton              | \$ per ton           | \$ per ton              | \$ per ton           | \$ per ton           | \$ per ton           | \$ per ton             |  |  |  |
| Item 302 Type PB Grade 4                                                  | \$ per ton        | \$ per ton              | \$ per ton           | \$ per ton              | \$ per ton           | \$ per ton           | \$ per ton           | \$ per ton             |  |  |  |
| Item 302 Type PB Grade 4S                                                 | \$ per ton        | \$ per ton              | \$ per ton           | \$ per ton              | \$ per ton           | \$ per ton           | \$ per ton           | \$ per ton             |  |  |  |

**3. Flexible Base, Item 247, Type A, Grade 1-2 (Minimum P.1. 4 – Maximum P.1. 10)**

**Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.**

**A. Delivery to Job Site**

| Distance         | Vehicle Type            |                         |
|------------------|-------------------------|-------------------------|
|                  | Tandem Dump             | Trailer                 |
| 1. 1 - 10 Miles  | \$ <u>43.00</u> per ton | \$ <u>43.00</u> per ton |
| 2. 11 - 20 Miles | \$ <u>44</u> per ton    | \$ <u>44</u> per ton    |
| 3. 21 - 30 Miles | \$ <u>48.00</u> per ton | \$ <u>48.00</u> per ton |
| 4. 31+ Miles     | \$ <u>50.00</u> per ton | \$ <u>50.00</u> per ton |

**B. Delivery to Storage Yard**

| Vehicle Type | Location                |                         |                         |                         |                         |                         |                         |                         |
|--------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
|              | 205 Hwy 90              | 9550 Viterbo Rd.        | 12911 Hwy 365           | 7759 Viterbo Rd.        | 24420 Hwy 124           | 9059 Boyt Rd.           | 7780 Boyt Rd.           | 2202 Hebert Rd.         |
| Tandem Dump  | \$ <u>45.00</u> per ton | \$ <u>45.00</u> per ton | \$ <u>45.00</u> per ton | \$ <u>45.00</u> per ton | \$ <u>45.00</u> per ton | \$ <u>45.00</u> per ton | \$ <u>45.00</u> per ton | \$ <u>45.00</u> per ton |
| Trailer      | \$ <u>45.00</u> per ton | \$ <u>45.00</u> per ton | \$ <u>45.00</u> per ton | \$ <u>45.00</u> per ton | \$ <u>45.00</u> per ton | \$ <u>45.00</u> per ton | \$ <u>45.00</u> per ton | \$ <u>45.00</u> per ton |

**C. Hopper Pick Up**

| Location    | Address                       | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|-------------------------------|---------------------------|---------------------------|
| Beaumont    | 2120 N 7th St.                | 7:00AM - 5:00 PM          | \$38.00 per ton           |
| Port Neches |                               |                           |                           |
| Port Arthur |                               |                           |                           |
| Other       | 2225 S. Hwy 225 Sour Lake, TX | 7:00AM - 5:00 PM          | \$38.00 per ton           |
| Other       |                               |                           |                           |

**4. Flexible Base, Item 247, Type D, Crushed Concrete, Grade 1-2 (Minimum P.I. 4 – Maximum P.I. 10)**

**Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.**

**A. Delivery to Job Site**

| Distance         | Vehicle Type             |                          |
|------------------|--------------------------|--------------------------|
|                  | Tandem Dump              | Trailer                  |
| 1. 1 - 10 Miles  | \$ <u>338.00</u> per ton | \$38.00                  |
| 2. 11 - 20 Miles | \$ <u>339.00</u> per ton | \$ <u>339.00</u> per ton |
| 3. 21 - 30 Miles | \$ <u>443.00</u> per ton | \$ <u>443.00</u> per ton |
| 4. 31+ Miles     | \$ <u>445.00</u> per ton | \$ <u>445.00</u> per ton |



**B. Delivery to Storage Yard**

|              |               | Location         |               |                  |               |               |               |                 |               |
|--------------|---------------|------------------|---------------|------------------|---------------|---------------|---------------|-----------------|---------------|
| Vehicle Type | 205 Hwy 90    | 9550 Viterbo Rd. | 12911 Hwy 365 | 7759 Viterbo Rd. | 24420 Hwy 124 | 9059 Boyt Rd. | 7780 Boyt Rd. | 2202 Hebert Rd. |               |
|              | \$ 40 per ton | \$ 40 per ton    | \$ 40 per ton | \$ 40 per ton    | \$ 40 per ton | \$ 40 per ton | \$ 40 per ton | \$ 40 per ton   | \$ 40 per ton |
| Tandem Dump  | \$ 40 per ton | \$ 40 per ton    | \$ 40 per ton | \$ 40 per ton    | \$ 40 per ton | \$ 40 per ton | \$ 40 per ton | \$ 40 per ton   | \$ 40 per ton |
| Trailer      | \$ 40 per ton | \$ 40 per ton    | \$ 40 per ton | \$ 40 per ton    | \$ 40 per ton | \$ 40 per ton | \$ 40 per ton | \$ 40 per ton   | \$ 40 per ton |

**C. Hopper Pick Up**

| Location    | Address          | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|------------------|---------------------------|---------------------------|
| Beaumont    | 6016 MLK Parkway | 7:00AM - 5:00 PM          | \$33 per ton              |
| Port Neches |                  |                           |                           |
| Port Arthur |                  |                           |                           |
| Other       |                  |                           |                           |
| Other       |                  |                           |                           |

85. DMS 9202 Gradation IV Asphaltic Patching Material (Stockpile Storage)

**NO BID**

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

**A. Delivery to Job Site**

| Distance         | Vehicle Type     |                  |
|------------------|------------------|------------------|
|                  | Tandem Dump      | Trailer          |
| 1. 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton |
| 2. 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3. 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4. 31+ Miles     | \$ _____ per ton | \$ _____ per ton |

**B. Delivery to Storage Yard**

| Vehicle Type | Location         |                  |                  |                  |                  |                  |                  |                  |
|--------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
|              | 205 Hwy 90       | 9550 Viterbo Rd. | 12911 Hwy 365    | 7759 Viterbo Rd. | 24420 Hwy 124    | 9059 Boyt Rd.    | 7780 Boyt Rd.    | 2202 Hebert Rd.  |
| Tandem Dump  | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| Trailer      | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

400 C. Hopper Pick Up

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

6. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

**NO BID**

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site

| Distance         | Vehicle Type     |                  |
|------------------|------------------|------------------|
|                  | Tandem Dump      | Trailer          |
| 1. 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton |
| 2. 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3. 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4. 31+ Miles     | \$ _____ per ton | \$ _____ per ton |



101 **B. Delivery to Storage Yard**

|              |                     | Location            |                     |                     |                     |                     |                     |                     |                     |
|--------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Vehicle Type | 205 Hwy 90          | 9550 Viterbo Rd.    | 12911 Hwy 365       | 7759 Viterbo Rd.    | 24420 Hwy 124       | 9059 Boyt Rd.       | 7780 Boyt Rd.       | 2202 Hebert Rd.     |                     |
|              | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| Tandem Dump  | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton | \$ _____<br>per ton |
| Trailer      | per ton             | per ton             | per ton             | per ton             | per ton             | per ton             | per ton             | per ton             | per ton             |

**C. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

402 **7. Hot Mix Cold Laid Asphalt Concrete Pavement, Item 8013, Type D (Patching Material)**

**NO BID**

Truck Delivery – Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

**A. Delivery to Job Site**

| Distance         | Vehicle Type     |                  |
|------------------|------------------|------------------|
|                  | Tandem Dump      | Trailer          |
| 1. 1 - 10 Miles  | \$ _____ per ton | \$ _____ per ton |
| 2. 11 - 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3. 21 - 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4. 31+ Miles     | \$ _____ per ton | \$ _____ per ton |

**B. Delivery to Storage Yard**

| Vehicle Type | Location         |                  |                  |                  |                  |                  |                  |                  |
|--------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
|              | 205 Hwy 90       | 9550 Viterbo Rd. | 12911 Hwy 365    | 7759 Viterbo Rd. | 24420 Hwy 124    | 9059 Boyt Rd.    | 7780 Boyt Rd.    | 2202 Hebert Rd.  |
| Tandem Dump  | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| Trailer      | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

403  
**C. Hopper Pick Up**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

**8. Cement Stabilized Base, Item 276 Plant Mixed, Crushed Limestone**

**Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.**

**A. Delivered to Job Site**

| Distance        | Description      |                  |                  |                  |
|-----------------|------------------|------------------|------------------|------------------|
|                 | 1 ½ Sack/Ton     | 2 Sack/Ton       | 3 Sack/Ton       | 4 Sack/Ton       |
| 1 1 - 10 Miles  | \$ 54.50 per ton | \$ 59.50 per ton | \$ 68.00 per ton | \$ 75.50 per ton |
| 2 11 - 20 Miles | \$55.50 per ton  | \$ 60.50 per ton | \$69.00 per ton  | \$76.50 per ton  |
| 3 21 - 30 Miles | \$ 59.50 per ton | \$ 64.50 per ton | \$ 73.00 per ton | 80.50 per ton    |
| 4 31+ Miles     | \$61.50 per ton  | \$ 66.50 per ton | \$ 75.00 per ton | \$ 82.50 per ton |



**B. Hopper Pick Up**

| Location    | Address        | Hours of Hopper Operation | Prices F.O.B. for Pick-Up    |
|-------------|----------------|---------------------------|------------------------------|
| Beaumont    | 2120 N. 7th St | 7:00AM - 5:00 PM          | \$49.50/\$54.50/\$63/\$70.50 |
| Port Neches |                |                           |                              |
| Port Arthur |                |                           |                              |
| Other       |                |                           |                              |
| Other       |                |                           |                              |

**9. Cement Stabilized Base, Item 276 Plant Mixed, Crushed Concrete**

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

**A. Delivered to Job Site**

| Distance           | Description   |               |               |               |
|--------------------|---------------|---------------|---------------|---------------|
|                    | 1 ½ Sack/Ton  | 2 Sack/Ton    | 3 Sack/Ton    | 4 Sack/Ton    |
| 1<br>1 - 10 Miles  | \$ 52 per ton | \$ 56 per ton | \$ 63 per ton | \$ 71 per ton |
| 2<br>11 - 20 Miles | \$ 53 per ton | \$ 57 per ton | \$64 per ton  | \$ 72 per ton |
| 3<br>21 - 30 Miles | \$ 57 per ton | \$61 per ton  | \$ 68 per ton | \$76 per ton  |
| 4<br>31+ Miles     | \$ 59 per ton | \$ 63 per ton | \$70 per ton  | \$78 per ton  |

**B. Hopper Pick Up**

| Location    | Address           | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|-------------------|---------------------------|---------------------------|
| Beaumont    | 6025 Highland Ave | 7:00AM - 5:00PM           | \$47/\$51/\$58/\$66       |
| Port Neches |                   |                           |                           |
| Port Arthur |                   |                           |                           |
| Other       |                   |                           |                           |
| Other       |                   |                           |                           |

**10. Cement Stabilized Sand, Item 400, Plant Mixed**

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

**A. Delivered to Job Site**

| Distance        | Description   |               |                  |                  |
|-----------------|---------------|---------------|------------------|------------------|
|                 | 1 ½ Sack/Ton  | 2 Sack/Ton    | 3 Sack/Ton       | 4 Sack/Ton       |
| 1 1 - 10 Miles  | \$ 40 per ton | 45 per ton    | \$ 52.50 per ton | \$ 60.50 per ton |
| 2 11 - 20 Miles | \$ 41 per ton | \$ 46 per ton | \$53.50 per ton  | \$ 61.50 per ton |
| 3 21 - 30 Miles | \$ 45 per ton | \$ 50 per ton | \$ 57.50 per ton | \$ 65.50 per ton |
| 4 31+ Miles     | \$ 47 per ton | \$ 52 per ton | \$59.50 per ton  | \$ 67.50 per ton |

**B. Hopper Pick Up**

| Location    | Address                          | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|----------------------------------|---------------------------|---------------------------|
| Beaumont    | 2120 N. 7th St/6025 Highland Ave | 7:00AM - 5:00PM           | \$35/\$40/\$47.50/\$55.50 |
| Port Neches |                                  |                           |                           |
| Port Arthur |                                  |                           |                           |
| Other       |                                  |                           |                           |
| Other       |                                  |                           |                           |

**11. Flowable Backfill, Item 401**

**Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.**

| Distance         | Cost                           |
|------------------|--------------------------------|
| 1. 1 - 10 Miles  | \$ ____ \$119.00 ____ per C.Y. |
| 2. 11 - 20 Miles | \$ ____ \$119.00 ____ per C.Y  |
| 3. 21 - 30 Miles | \$ ____ \$119.00 ____ per C.Y  |
| 4. 31+ Miles     | \$ ____ \$119.00 ____ per C.Y  |



407  
**12. Dense-Graded Hot Mix Asphalt, Item 340. Gradation D, PG64-22, Max 20% RAP, No RAS**

**Hopper Pick Up**

**No Bid**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

**13. Dense-Graded Hot Mix Asphalt, Item 340. Gradation F, PG64-22, Max 20% RAP, No RAS**

**Hopper Pick Up**

**No Bid**

| Location    | Address | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
|-------------|---------|---------------------------|---------------------------|
| Beaumont    |         |                           |                           |
| Port Neches |         |                           |                           |
| Port Arthur |         |                           |                           |
| Other       |         |                           |                           |
| Other       |         |                           |                           |

8  
4  
14. Hydraulic Concrete Cement, Item 421

Truck Delivery – Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

A. Delivered to Job Site

|                 |                          | Description              |                          |  |
|-----------------|--------------------------|--------------------------|--------------------------|--|
| Distance        | Item 421, Type A         | Item 421, Type B         | Item 421, Type S6        |  |
| 1 1 - 10 Miles  | \$ ___\$140.00_ per C.Y. | \$ ___\$130.00_ per C.Y. | \$ ___\$150.00_ per C.Y. |  |
| 2 11 - 20 Miles | \$ ___\$140.00_ per C.Y. | \$ ___\$130.00_ per C.Y. | \$ ___\$150.00_ per C.Y. |  |
| 3 21 - 30 Miles | \$ ___\$140.00_ per C.Y. | \$ ___\$130.00_ per C.Y. | \$ ___\$150.00_ per C.Y. |  |
| 4 31+ Miles     | \$ ___\$140.00_ per C.Y. | \$ ___\$130.00_ per C.Y. | \$ ___\$150.00_ per C.Y. |  |

**REQUIRED FORM**  
Bidder: Please complete this form  
 and include with bid submission.

**VENDOR REFERENCES FORM**

Bidder: 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.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**REFERENCE ONE**

Government/Company Name: Jefferson County Drainage District 6

Address: 6550 Walden Rd Beaumont, TX 77707

Contact Person and Title: Shelby Clodfelter

Phone: 409-842-1818 Fax: \_\_\_\_\_

Email Address: sclodfelter@dd6.org Contract Period: 2023 - 2024

Scope of Work: Provide aggregate and ready mix concrete

**REFERENCE TWO**

Government/Company Name: City of Beaumont

Address: 801 Main St, Suite 315 Beaumont, TX

Contact Person and Title: Christy Williams - Buyer III

Phone: 409-880-3758 Fax: \_\_\_\_\_

Email Address: christy.williams@beaumonttexas.gov Contract Period: 2023 - 2024

Scope of Work: Provide ready mix concrete & heavy materials for use by City Streets, Water Utilities and other departments

**REFERENCE THREE**

Government/Company Name: Hardin County

Address: 300 Monroe St. Kountze, TX 77625

Contact Person and Title: Misty Sims - Purchasing Agent

Phone: 409-246-5124 Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: Six Month Period

Scope of Work: Provide road and bridge materials for all precincts



**SIGNATURE PAGE**

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

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

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

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

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

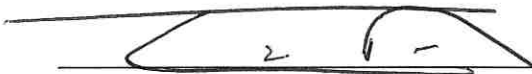
Modern Concrete & Materials, LLC  
 Bidder (Entity Name)

PO Box 21557  
 Street & Mailing Address

Beaumont, TX 77720  
 City, State & Zip

409-842-2100  
 Telephone Number

talmond@modernconcretetx.com  
 E-mail Address

  
 Signature

Trent Almond  
 Print Name

10/11/2023  
 Date Signed

Fax Number

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

## CERTIFICATION REGARDING LOBBYING


### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.


This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

|                                                                                     |
|-------------------------------------------------------------------------------------|
|  |
| <hr/> <b>Signature of Contractor's Authorized Official</b>                          |
| Trent Almond - President                                                            |
| <hr/> <b>Name and Title of Contractor's Authorized Official (Please Print)</b>      |
| 10/11/23                                                                            |
| <hr/> <b>Date</b>                                                                   |

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**CONFLICT OF INTEREST QUESTIONNAIRE**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                        |                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------|
| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                        | <b>FORM CIQ</b> |
| <b>For vendor doing business with local governmental entity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                        |                 |
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>OFFICE USE ONLY</b> |                 |
| <p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p align="center">N/A</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>Date Received</p>   |                 |
| <p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                        |                 |
| <p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p align="center">N/A</p> <p align="center">_____<br/>Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> |                        |                 |
| <p><b>4</b></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p align="center"></p> <p align="center">_____<br/>Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p align="center">10/11/2023</p> <p align="center">_____<br/>Date</p> </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                        |                 |

Adopted 8/7/2015

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**



**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

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

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**

**GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST**

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

Yes  No

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

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

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

**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.**

Trent Almond

Printed Name of Authorized Representative



Signature

President

Title

Date

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH  
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

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

Yes  No

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

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

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

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

Project Title & 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.

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

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: \_\_\_\_\_

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**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.**

**REQUIRED FORM**  
**Bidder: Please complete this form  
and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING 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: \_\_\_\_\_

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**





**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) "Non-resident 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 Modern Concrete & Materials, LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

|                                                                                                               |                                  |
|---------------------------------------------------------------------------------------------------------------|----------------------------------|
| Taxpayer Identification Number (T.I.N.):                                                                      | 84-2481115                       |
| Company Name submitting bid/proposal:                                                                         | Modern Concrete & Materials, LLC |
| Mailing address:                                                                                              | PO Box 21557 Beaumont, TX        |
| 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**    |
|---------------------------------|-----------------------------------|
| 97297                           | 4825 Romeda Rd Beaumont, TX 77705 |
|                                 |                                   |
|                                 |                                   |

\* 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.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

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

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

**Pursuant to Section 2270.002, Texas Government Code:**

- 1. **"Boycott Israel"** means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
- 2. **"Company"** means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.



Signature of Company Representative

10/17/23

Date

On this 17<sup>th</sup> day of October, 2023, personally appeared

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

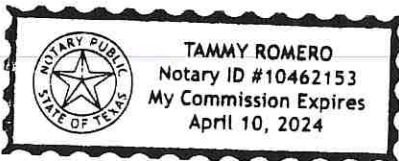
Notary Seal

Tammy Romero

Notary Signature

October 17, 2023

Date



**REQUIRED FORM**  
**Bidder:** Please complete this form and include with bid submission.



**SENATE BILL 252 CERTIFICATION**

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

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**IFB/RFP/RFQ number**

**Certification check performed by:**

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

\_\_\_\_\_  
**Date**

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Trent Almond, who  
(name)

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

"I, Trent Almond am a duly authorized officer of/agent  
(name)  
for modern concrete + materials, LLC and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said modern concrete + materials, LLC.  
(name of firm)

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

Name and address of Bidder: modern concrete + materials, LLC  
P.O. Box 21557 Beaumont, TX 77720

Fax: - Telephone# (409) 840-2080

by: Trent Almond Title: President  
(print name)

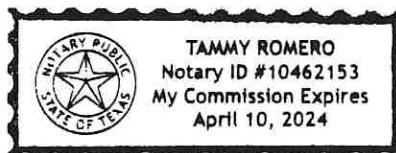
Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named  
Trent Almond on

this the 17<sup>th</sup> day of October, 2023

Tammy Romero  
Notary Public in and for  
the State of Texas

**REQUIRED FORM**  
Bidder: Please complete this form  
and include with bid submission.







(b) Following the date hereof, the parties shall jointly develop a Facility logo, which shall include the Facility Name ("Facility Logo"). The Facility Logo shall be subject to the mutual agreement of the parties. After development and approval of the Facility Logo by the parties, the Facility Logo shall be attached to this Agreement as Exhibit A hereto, which Exhibit shall then be signed by the parties hereto. Sponsor shall have the right to keep any existing signage in place, however any modifications to existing signage will be subject to Section 10 and Section 11 herein.

### 3. TERM.

(a) This Agreement is effective and enforceable upon execution by the parties. The term of this Agreement ("Term") shall commence on the date hereof and shall expire on the October 31, 2033. Each year of the Term shall run for a twelve (12) month period commencing on November 1 and ending on October 31 ("Year").

(c) Upon expiration of the term, provided that Sponsor is not in default hereunder, Sponsor shall have the exclusive right to negotiate for the purchase of the several rights (or similar rights) which are the subject of this Agreement, as set forth in this Section 3(b). In the event Sponsor desires to exercise such right, it shall so notify Operator in writing no later than the date which is twelve (12) months prior to the expiration of the Term. Within thirty (30) days after receipt of such notice, Operator shall send written notice to Sponsor setting forth its proposal regarding the terms and conditions of such agreement (including term, elements and costs). Operator shall thereafter negotiate with Sponsor, in good faith, up to the date which is six (6) months prior to the date of expiration of the Term with respect thereto. In the event that Sponsor and Operator do not reach agreement on the terms of an extension by such date, then Operator shall be free to negotiate and contract with any third party(ies) in respect of all or any of the various rights and benefits granted in this agreement, on such terms and conditions as Operator and such third party(ies) shall then agree, and this agreement shall terminate upon expiration of the then-current Term.

### 4. ANNUAL FEE.

(a) As consideration for the various rights granted by Owner to Sponsor hereunder, Sponsor shall pay to Owner each Contract Year an annual fee ("Annual Fee") in accordance with the following schedule:

| <u>Contract Year</u> | <u>Annual Fee</u> |
|----------------------|-------------------|
| 1                    | \$ <u>200,000</u> |
| 2                    | \$ <u>200,000</u> |
| 3                    | \$ <u>250,000</u> |
| 4                    | \$ <u>250,000</u> |
| 5                    | \$ <u>250,000</u> |
| 6                    | \$ <u>250,000</u> |
| 7                    | \$ <u>250,000</u> |

|    |                   |
|----|-------------------|
| 8  | \$ <u>250,000</u> |
| 9  | \$ <u>250,000</u> |
| 10 | \$ <u>250,000</u> |

(b) The Annual Fee for the first Contract Year shall be payable as follows: (i) \$200,000 on or before November 1, 2023.

(c) The Annual Fee for Contract Years 2 through 10 shall be payable in full on or prior to the following dates of each Contract Year:

November 1, 2024  
 November 1, 2025  
 November 1, 2026  
 November 1, 2027  
 November 1, 2028  
 November 1, 2029  
 November 1, 2030  
 November 1, 2031  
 November 1, 2032

(d) All Annual Fee payments due hereunder shall be made by Sponsor by wire transfer, check or bank draft, payable to Owner or its designee at its designated address, upon receipt of invoice no later than the dates set forth above. All sums quoted are net of any agency fees, commissions or the like that may be payable by Sponsor to its advertising and media agencies (if any) and any applicable taxes (if any). Sponsor's billing address is:

Doggett Company, LLC  
 9111 North Freeway  
 Houston, TX 77037  
 Attn: Brian McConn  
 Tel: 281.249.4600

(or such other address as Sponsor may designate in writing in accordance with Subsection 20(c)). Owner's payment shall be made to the following address, or if to a designee of Owner, then such designee must be designated in writing to Sponsor no fewer than thirty (30) days prior to the next upcoming payment due date:

Jefferson County Treasurer  
 Attn: County Auditor  
 1149 Pearl 7<sup>th</sup> Floor  
 Beaumont, TX. 77701-3638

5. USE OF NAME.

During the Term hereof, Owner, when making reference to the Facility (including, without limitation, in its contracts, agreements, arrangements, writings, and

communications pertaining to the Facility and to and with the Facility's operators, Tenants (defined below), licensees and other users, the media and others), shall use the Facility Name and, where applicable, the Sponsor logo, trademark and/or service mark, to the extent it is incorporated into the Facility Name or the Facility Logo (collectively, the "Trademarks"), and shall require all parties contracting with Owner, including without limitation Operator and any other tenants leasing the Facility (the "Tenants"), to refer to and designate the Facility as aforementioned. This required use and designation of the Facility Name and, where applicable, the Facility Logo, shall include, but not be limited to: Internet web sites related to the Facility or referencing the Facility (if any), to the extent controlled by Owner or the Tenants; printed materials generated by or on behalf of Owner with reference to the Facility and its address; advertising by the Facility's users which refers to the Facility; all schedules and admission tickets issued by any Tenant or user for Facility events; and all public relations releases issued by or on behalf of Owner, or the Tenants. Notwithstanding anything stated herein to the contrary, isolated, inadvertent omissions of the Facility Name or Facility Logo by Owner or any other person in connection with the Facility shall not be deemed a violation of this Section.

#### 6. TRADEMARKS; MERCHANDISING.

(a) Sponsor hereby grants to Operator, Owner, its Tenants and licensees and their respective agents, a non-exclusive, nontransferable license to use the Trademarks during the Term of this Agreement and subject to the terms and conditions hereinafter set forth in order to carry out Owner's obligations hereunder. Sponsor shall furnish Owner with pre-approved specimens of such Trademarks for use by the foregoing persons as contemplated hereby, and Owner shall not deviate therefrom (or permit others controlled by Owner to deviate therefrom) without obtaining the prior written approval of Sponsor (not to be unreasonably withheld or delayed). Any materials so submitted shall be deemed approved if not expressly rejected within ten (10) business days after they are submitted.

(b) Owner shall have the exclusive merchandising rights for all commercial marketing and merchandising of goods displaying or using the Facility Name or the Facility Logo (including any Trademarks) or image or both established under this Agreement (the "Merchandising Rights"). Owner shall require its licensees of the Merchandising Rights to use the Facility Name and Facility Logo in a tasteful manner.

(c) Sponsor shall have the right to use the Facility Name or Facility Logo in its advertisements and/or promotions, but only for the limited purpose of publicizing Sponsor's sponsorship of the Facility in connection with Sponsor's own general marketing efforts. All other uses of the Facility Name or Facility Logo by Sponsor shall be subject to the prior approval of Owner (not to be unreasonably withheld or delayed). Any materials so submitted shall be deemed approved if not expressly rejected within ten (10) business days after they are submitted.

#### 7. EXCLUSIVITY.

(a) Sponsor shall have exclusive advertising, signage and promotional rights with respect to all permanent signage within or at the Facility within the Product



Categories, and, except as otherwise expressly provided herein, Owner shall not permit any Competitor (defined below) to advertise or promote themselves generally or any products within the Product Categories on permanent signage at the Facility. For purposes of this Agreement, the term "Competitor" shall mean any firm, company or other person other than Sponsor that is engaged in the business of motor vehicle, material handling, and construction and forestry equipment.

(b) Competitors to Sponsor in the Product Categories shall not be advertised at the Facility except as permitted here in or in a case by case basis as approved by Sponsor, which such approval shall not unreasonably be withheld. In addition, competitors to Sponsor in the Product Categories shall not be displayed, or have a permanent marking presence in the Facility and/or the Buildings. Exceptions would be considered as nationally sponsored events that would appear in other markets such as, by way of example, George Strait Chevy Truck Tour. During this type of event, the tour will only be able to display signage as part of their stage and/or stage setup. Exclusivity shall apply to vehicle or product displays and fixed signage on the basis that no other competing company in the Product Categories will be able to display vehicles or product and/or fixed signage in the Facility except Sponsor and its affiliates but exceptions will be considered on a case by case basis as approved by Sponsor and such approval will not be unreasonably withheld. Exceptions will include events that will occur in the Exhibit Hall and/or Facility parking lots such as for example, Auto Shows, Classic Car Shows, Vehicle Accessor Shows, Boat Shows, RV Shows, Hunting Shows and Ride and Drives. Ride and Drives in the Parking Lots will be accepted only in privately invited circumstances for Automotive Competitors to Sponsor. No Ride or Drive at the Facility shall be open to the public unless it is that of Sponsor. Sponsor does not want to keep other manufacturers from displaying vehicles and signage during these types of events, while still maintaining the right of Exclusivity. The purpose of this article is based on the necessity to keep all other competing manufacturers and/or individual dealerships from having a presence in the Facility that harms the Exclusivity element of the naming rights deal. Operator will prevent individual dealerships from sponsoring a vendor in the exceptions events listed above from displaying individual dealership sponsored vehicles and signage. An example of this instance would be an individual dealership agrees to give a vendor of the Accessory Show a new vehicle on the basis that they will display their individual dealer signage on the vehicle during the duration of the event. This will not be accepted or allowed by Operator.

(c) It is understood that this Exclusivity from competitors does not apply to the Southeast Texas State Fair. It is understood that Owner has a contract with the YMBL which grants the YMBL the right "to enter into agreements with sponsors". This exclusion is only for the duration of the Southeast Texas State Fair. The YMBL also has contractual rights to erect temporary, removable signs and banners, including those for their sponsors, during the Southeast Texas State Fair. It is further understood that the YMBL, by contract, has a permanent and prominent sign to designate the premises as home of the YMBL, Southeast Texas State Fair or the YMBL Southeast Texas State Fairgrounds and such sign is not part of this agreement.

8. ADVERTISING RIGHTS and BENEFITS. During the Term, Sponsor shall receive the rights and benefits set forth on Exhibit "A" and Exhibit "B" hereto.

(a) Signage Evolution.

(i) Sponsor and Owner acknowledge that signage and advertising opportunities in the Facility may evolve over the course of the Term, and the advertising and sponsorship elements described in this Section 8 may be changed by mutual agreement of the parties.

(ii) The parties each recognize that laws, rules or regulations may, from time to time, preclude various rights being exercised under this Agreement, which may dilute the promotional value granted to Sponsor hereunder. In such event, Owner and Sponsor will negotiate in good faith with respect to new and/or additional elements which may restore substantially all of the promotional value herein granted.

9. LIMITATIONS ON RIGHTS.

(a) All rights not expressly granted to Sponsor herein are hereby reserved to Owner and the Facility's various present and future tenants and licensees from time to time. Sponsor hereby acknowledges and agrees that Owner has retained the sole and exclusive right to enter into temporary signage and advertising commitments with other parties and cause additional temporary signage and advertising to be displayed throughout and with respect to the Facility. Nothing in this Section 9 shall infringe upon the exclusivity and approval rights granted pursuant to Section 7.

10. SIGN AND ADVERTISING PRODUCTION; SIGN MAINTENANCE; SIGN REPLACEMENT.

(a) Sponsor shall be responsible for all agreed upon and Sponsor-approved production and installation costs related to its signage and advertising, including, without limitation, any production and installation costs in the future and any costs associated with removal of signage at the end of the Term. Sponsor shall be solely responsible for producing the creative. The costs to be borne by Sponsor as described in this Section 10 shall be approved by Sponsor in advance and are in addition to the fees due from Sponsor as set forth in Section 4 above. Any costs incurred without Sponsor approval shall be the responsibility of the Owner. Owner shall invoice Sponsor from time to time for these costs, and Sponsor shall pay Owner within 30 days of invoice. Except as otherwise contemplated by Section 10, no changes shall be made with respect to Facility Name or Facility Logo signage without the approval of Owner.

(i) In the event Sponsor directs that any advertising signage be changed or rotated/alternated with other Sponsor advertising during the Term, Sponsor shall be responsible for the production and fabrication thereof and for the actual installation/removal expenses incurred by Owner as a result thereof. expenses shall be approved by Sponsor in advance or otherwise be the responsibility of Owner.

(ii) In addition, if Sponsor desires that Owner store any of Sponsor's permanent advertising signage during the Term, Operator, as agent to Owner shall store such signage in the Facility (provided that the Facility has storage capacity), in exchange for Sponsor's paying a reasonable rental fee to Owner promptly upon receipt of Owners invoice therefore. Owner shall not be responsible or have any liability whatsoever for any loss, damage or theft of such signage while stored by Owner, and Sponsor shall be solely responsible for procuring the necessary coverage to insure against such loss, damage or theft as well as any loss or damage to any persons or the property of the Owner arising out of the storage of Sponsor's signage at the Facility.

(b) Owner, at Owner's expense, shall clean and use reasonable efforts to maintain in a state of reasonably good condition and repair, reasonable wear and tear excepted, the Marquee and all other signs identifying the Facility or advertising Sponsor as required by this Agreement after their installation.

(c) With respect to all other advertising and promotions for Sponsor described herein (*i.e.*, other than permanent signage described in Subsection 10(a) above), Sponsor shall furnish the associated advertising and promotional material at its cost and expense and be responsible for all production costs with respect to the advertising and promotional materials which are subjects of this Agreement.

(d) Owner and its agents shall have the absolute right to approve all signage and other advertising features which are to be furnished by Sponsor hereunder, which approval shall not be unreasonably withheld, and all such material will be considered approved if not expressly rejected by Owner within ten (10) business days after it is submitted. However, in no event shall any signage or advertising by Sponsor with a nationally recognized OEM brand be prohibited by Owner.

11. RENAMING. In the event Sponsor desires to rename the Facility for any reason (including, without limitation, upon its acquisition by or other business combination with another entity), it shall have the right to change the name of the Facility and any identification markings, signage, promotional materials and advertising relating thereto: provided, however, that (i) Sponsor shall not make such a change without obtaining the prior approval of Owner and (ii) the cost of effecting such a change shall be borne solely by Sponsor.

12. DESTRUCTION OF FACILITY; CESSATION OR INTERRUPTION OF OPERATIONS; CLOSURE OF FACILITY:

(a) If the Facility is wholly or substantially destroyed or condemned, Sponsor shall have the right to terminate this Agreement effective as of the date of the last event, and Owner shall refund to Sponsor the unearned portion of any Annual Fee paid, based on the termination date.



(b) In addition, if Sponsor does not exercise its right to terminate this Agreement per Section 12(a) upon the cessation or material interruption of use or operation, for any other reason whatsoever or no reason (including but not limited due to a *force majeure* not described in Subsection 12(a) above), the Term of this Agreement shall be extended by an amount of time equal to the time that elapsed between the date of the last event held at the Facility prior to the cessation or material interruption of operations and the date of the first event held subsequent thereto.

(c) The Owner retains the right, in its sole discretion, to permanently close or cease operations of the Facility. Any such closure or cessation of operations shall not be deemed a breach of this Agreement by Owner, but Owner shall, provide Sponsor with a refund of any unearned portion of any Annual Fee paid, based on the actual closing date of the Facility, and Owner shall be responsible for all expenses related to the removal of Sponsor's signage.

(d) The Owner retains the right, in its sole discretion, to sell the Facility to a buyer. Any such sale shall not be deemed a breach of this Agreement by Owner, but Owner shall provide Sponsor with a refund of any unearned portion of any Annual Fee paid, based on the actual closing date of the Facility, as well as be responsible for all expenses related to the removal of Sponsor's signage. If the buyer of the facility accepts assignment of this lease Owner is not responsible for reimbursement of any portion of the Annual Fee or expenses for removal.

13. Omitted.

14. ASSIGNABILITY AND TRANSFERABILITY; SALE OF RIGHTS.

Except as otherwise provided in this Section 14, the rights and obligations created by this Agreement are personal to and shall not be transferred or assigned by Sponsor, except by written agreement of Owner.

(a) (i) Sponsor shall not assign or transfer this Agreement and/or its rights or duties hereunder (by operation of law or otherwise) without the prior written consent of Owner, which may be granted or withheld in Owner's sole discretion.

(ii) Sponsor acknowledges and agrees that Sponsor does not have the right to sub-license any of its rights hereunder except to affiliates of Sponsor and, therefore, may not engage in any co-branding or partnering arrangement with any other advertiser or non-affiliated sponsor with respect to any of the rights or benefits granted hereunder without the prior written approval of Owner, which approval may be withheld in Owners sole discretion.

(b) (i) Owner may assign this Agreement and/or its rights or duties hereunder, in whole or in part, for administrative, operational, financing or other purposes or reasons to another entity. The parties agree that the assignee of Owner, if such an assignment should be made, and provided such assignee assumes in writing Owner's obligations herein, shall be able to enforce the provisions of this Agreement pursuant to such assignment without the further consent of Sponsor,

(ii) The parties acknowledge and agree that Owner may delegate certain or all of its duties in connection with this Agreement to Operator or to any other party (including any successor operator or manager of the Facility), and Owner has delegated the management and operation of the Facility to Operator. In the event Operator ceases to be the management company for the facility, and no other management company has been assigned this contract by Owner, all duties and obligations will automatically assign to Owner.

15. Omitted.

16. REPRESENTATIONS AND WARRANTIES: Each Sponsor and Owner represent and warrant that (a) it has the full corporate power and legal authority to enter into and perform this Agreement in accordance with its terms; (b) all necessary corporate approvals for the execution, delivery, and performance of this Agreement have been obtained; and (c) this Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation enforceable in accordance with its terms.

17. TERMINATION UPON DEFAULT; REMEDIES.

(a) A default shall be deemed to have occurred hereunder if:

(i) Sponsor defaults in the making of the payments required to be made by it under Section 4 hereof after Owner has given Sponsor at least thirty (30) days written notice under this Agreement and said thirty (30) days have elapsed and such payment remains due and payable;

(ii) Owner or Sponsor defaults in the performance or observance of any other term, covenant, condition or provision of this Agreement on its part to be performed, such default is of a kind which is curable or remediable within a sixty (60) day period, and such default continues for a period of sixty (60) days after service of written notice of default;

(iii) There shall be filed against Sponsor in any court pursuant to any federal or state statute, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or substantially all of said party's property and within one hundred and twenty (120) days of such filing said party fails to secure a discharge of such petition or the dismissal of such proceedings, or said party files a voluntary petition in bankruptcy or insolvency or for such reorganization or for the appointment of such a receiver or trustee or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement for the benefit of creditors;

(b) (i) Within a reasonable time after the occurrence of any default which is continuing, the non-defaulting party shall, if it so elects, have the right to terminate the Agreements upon giving the defaulting party notice of intention to terminate the Agreements and all rights of the defaulting party thereunder and, upon the effective date of such termination specified in such

notice (which shall be not less than 10 days after the giving of such notice), the Term shall end as fully and completely as if that were the date herein fixed for the expiration of the Term.

(ii) In the event of a breach or a threatened breach by either party of any of the terms, covenants, conditions or provisions hereof, the non-breaching party shall have the right to apply for an injunction to restrain the same or invoke any other remedy allowed by law or in equity, including, without limitation, the right to money damages, as if specific remedies, indemnity or reimbursement were not herein provided for.

(iii) The rights and remedies given to the non-defaulting party in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the non-defaulting party, shall be deemed to be in exclusion of any of the others provided herein or by equity.

18. INDEMNIFICATION. Sponsor agrees to and hereby does indemnify, defend and hold harmless Owner and Operator, and each of their respective affiliates, owners, directors, officers, employees, and agents of and from any and all Losses resulting from (i) any breach or failure of performance hereunder by Sponsor or any officer, director, agent, subcontractor or employee thereof; (ii) any negligent act or omission on the part of Sponsor or any officer, director, agent, subcontractor, employee, guest or invitee thereof; and (iii) any intellectual property infringement and based upon the the content and/or commercial material which Sponsor furnishes for use pursuant to this Agreement. The provisions of this Section shall survive the expiration or any earlier termination of this Agreement.

19. INSURANCE. Sponsor shall at all times during the Term carry, from insurance companies licensed to do business in Texas and with a minimum rating of "A- VII" or better (as determined by A.M. Best Company): (a) commercial general liability insurance with a minimum combined personal injury and property damage limit of at least five million dollars (\$5,000,000); (b) either advertiser's insurance or commercial general liability insurance with customary "personal and advertising liability" coverage, with a minimum limit of at least five million dollars (\$5,000,000) and providing coverage against any and all Losses out of any offense in any advertising or promotion related to Sponsor or Sponsor's exploitation of the Naming Right or Facility Advertising Rights; (c) workers' compensation insurance in compliance with state statutory laws, including employers' liability, with minimum limits of \$1,000,000 each accident, \$1,000,000 disease (each employee), and \$1,000,000 disease (policy limit); (d) commercial automobile liability insurance, covering owned, non-owned, leased or hired automobiles, with a minimum combined single limit of \$1 million each accident; and (e) umbrella liability insurance, in excess of each of the above, with minimum limits of \$5,000,000 each occurrence and \$5,000,000 general aggregate. All liability insurance policies must name the Owner, Operator and each of their subsidiaries or affiliated entities (the "Additional Insureds") as additional insureds and further must contain cross liability endorsements or their equivalents. Further, coverage for the Additional Insureds shall apply on a primary basis irrespective of any other insurance, whether collectible or not. Any policy deductibles or retentions, whether self-insured or self-funded, shall be the obligation of Sponsor and shall not



apply to the Owner or Operator. All policies shall be endorsed to provide a waiver of subrogation in favor of the "Additional Insureds." All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification the Owner shall receive at least thirty (30) days written notice thereof. Sponsor shall furnish the Owner with certificates of insurance evidencing compliance with all insurance provisions noted above within thirty (30) days after the execution of this Agreement and annually at least ten (10) days prior to the expiration of each required insurance policy.

20. MISCELLANEOUS.

(a) Governing Law; Jurisdiction. This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the State of Texas, without regard to principles of conflicts of law principles. Venue for resolution of all disputes arising hereunder shall be in Jefferson County, Texas. Any claims arising out of this Agreement shall be brought exclusively in Jefferson County, Texas, and each party hereto consents to the jurisdiction of such courts and agrees that such venue is proper. THE PARTIES HERETO EACH HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Alternatively, the Parties may by mutual agreement attempt to resolve any issues through binding arbitration in Jefferson County before a single arbitrator.

(b) Entire Agreement. This Agreement and its Exhibits constitutes the final, complete and exclusive written expression of the intent of the parties with respect to the subject matter hereof, and supersedes all previous verbal and written communications, representations, agreements, promises or statements, and all contemporaneous verbal communications, representations, agreements, promises or statements.

(c) Notices and Addresses. All notices required to be given under this Agreement shall be given by personal delivery or by certified or registered mail, or overnight mail, addressed to the proper party to the following addresses, or at such other address as may be subsequently given pursuant to this Section, and shall be deemed given (1) when delivered by personal delivery, (2) three (3) days after deposited in the United States mail, postage prepaid, or (3) one (1) day after depositing, charges prepaid, with an overnight courier:

IF TO SPONSOR:

Doggett Company, LLC  
9111 North Freeway  
Houston, Texas 77037  
Attn: Legal Department

IF TO OWNER:

Jefferson County, Texas  
1149 Pearl Street, 4<sup>th</sup> Floor  
Beaumont, Texas 77701-3638  
Attn: County Judge's Office

With a copy to:

OVG360

Jefferson County Purchasing Agent

150 Rouse Blvd.  
Philadelphia, PA 19112  
Attn: Legal Department

1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701-3638

(d) Amendment, Modification, or Alteration. No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties hereto.

(e) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

(f) Headings Only for Reference. The titles of sections of this Agreement are for reference purposes only, and shall be of no binding effect.

(g) Status of Parties. Sponsor and Owner shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing contained in this Agreement shall be determined to create a partnership or joint venture between Sponsor and Owner.

(h) Waiver. The waiver by either Sponsor or Owner of any default or breach by the other party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Agreement. In order to be binding, any waiver must be in writing and signed by the party against whom enforcement is sought.

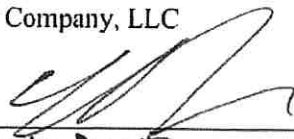
(i) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(j) Employee Status. It is understood and agreed that no agent, servant or employee of Sponsor or any of its agents or subcontractors shall be, under any circumstances, deemed an agent, servant or employee of Owner and that no agent, servant or employee of Owner or any of its agents or subcontractors shall be, under any circumstances, deemed an agent servant or employee of Sponsor.

(k) Operator as Agent. In all matters pertaining to this Agreement and performance hereunder, Operator shall be and be deemed to be the agent for Owner. In such regard, Sponsor shall be entitled to rely upon any invoice, consent, notice or waiver of, from or to Operator. As agent for Owner, Operator shall have no independent liability to Sponsor under this Agreement. Further, Sponsor acknowledges that Operator is currently engaged by Owner to operate the Facility. If for any reason, Operator ceases to be the operator of the Facility during the Term, this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Doggett Company, LLC

By:   
Name: Leticia Doggett  
Title: Chairman/owner

Date: 10/26/23

Global Spectrum, L.P. d/b/a OVG360, AS AGENT

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: 10/26/23



Exhibit A  
of the  
Naming, Advertising and Sponsorship Agreement  
between  
Global Spectrum, L.P. d/b/a OVG360, as agent,  
and Doggett Company LLC

Facility Logo  
(to be attached)

**NAMING RIGHTS INVENTORY**

Sponsor will be entitled to the following naming right and benefits. All sign placements, location and content must be approved by Owner, with such approval not to be unreasonably withheld, and be in accordance with all municipal approvals, zoning and building code requirements.

1. Rights & Benefits

- a. Category Exclusivity
- b. Intellectual Property Rights
- c. Official Partner Status
- d. Product Integration/B2B Relationship

2. On-Site Visibility

- a. Special Events Room Entitlement
- b. Facade Signage
- c. Marquee
- d. LED Arena Videoboard
- e. Box Office
- f. Directional Signage
- g. Sponsor Wall
- h. Concourse Signage
- i. Banner Display

3. Digital Media

- a. Presenting Sponsor (Website)
- b. Banner Ads (Website)
- c. Digital & Social Media Campaign (Facebook, Instagram, Twitter)

4. Marketing Rights

- a. Permanent Activation Rights
- b. Community Marketing Platform
- c. Advertising Inclusion of over \$400,000.00 annually


5. Collaterals

- a. Ticket Stock
- b. E-Newsletter
- c. Mailers
- d. E-Blasts
- e. Staff Badges/Uniforms

6. Hospitality & Experiences

- a. Special Events Room Rental
- b. Use of Center & Meeting Rooms
- c. One (1) Luxury Suite/Box at all Arena and Pavilion events

Doggett Company, LLC

By:   
Name: Leslie Joggatt  
Title: Chairman / Owner

Global Spectrum, L.P. d/b/a OVG360, AS AGENT


By:   
Name: CLAUDIO OLIVEIRA  
Title: GENERAL MANAGER

Exhibit B  
of the  
Naming, Advertising and Sponsorship Agreement  
between  
Global Spectrum, L.P. d/b/a OVG360, as agent,  
And Doggett Company, LLC

**Exhibit B**

**Naming Rights Executive Summary**

**Designation & Intellectual Property:**

- ☑ Sponsor Name included in the name and logo of the venue
- ☑ Sponsor Logo(s), to be created in collaboration with Operator and displayed through the entire facility as well as in advertising, marketing, promotions, and collateral
- ☑ Opportunity to integrate Sponsor Image into décor and design of venue
- ☑ Advertising Category Exclusivity across permanent facility controlled assets
- ☑ Right to use Facility name and marks as "Official Partner"
- ☑ Inclusion in "Featured Partner Recognition" displays at all Facility venues

**Exterior Arena Signage – "Facility Name"**

- ☑ Major Exterior Signage identifying Arena Name and Logo on Side of Building on the North Side
- ☑ Directional Signage with Arena Name and Logo around building
- ☑ Highway road and exit signs with Arena Name and Logo
- ☑ Permanent Logo on the I-10 Marquee
- ☑ Digital Signage rotating through on the I-10 Marquee
- ☑ Sponsorship and branding of the VIP Suite Parking Lot

**Interior Arena Signage – "Facility Name"**

- ☑ Permanent Arena Logo placement above LED Boards at Arena
- ☑ Permanent Arena Logo signage placed above both the east and west side walls above the suites
- ☑ Permanent Inner Arena Signage
- ☑ Brand Exposure on Scoreboards during select events and during ingress and egress for all events
- ☑ PA Announcement and Welcome Messaging on Digital Signage at all events
- ☑ Arena Lobby Signage above the main stairway to the arena
- ☑ Arena Name and Logo on interior directional signage and section signage
- ☑ Arena Name and Logo on door mats at each entrance to the arena

**Additional Arena Inclusions – "Facility Name"**

- ☑ Organic exposure on Event Broadcasts and Media
- ☑ Arena Name listed in television, radio, outdoor and digital media campaigns
- ☑ Arena Name and Logo used in employee uniforms, invitations, publicity, social media, organic marketing, storytelling, community
- ☑ Arena Name and Logo included on event tickets (hard tickets/print at home)

**Exhibit Hall – "Facility Name"**



- ☐ Major Exterior Signage identifying Exhibit Hall Name and Logo on Side of Building on the West Side
- ☐ Permanent Signage in the Exhibit Hall lobby entrance
- ☐ Exhibit Hall Name and Logo on interior directional signage and section signage
- ☐ Exhibit Hall Name and Logo on door mats at each entrance to the exhibit hall
- ☐ Exhibit Hall Name listed in television, radio, outdoor and digital media campaigns
- ☐ Exhibit Hall Name and Logo used in invitations, publicity, social media, organic marketing, storytelling, community
- ☐ Exhibit Hall Name and Logo included on event tickets (hard tickets/print at home)

#### **Amphitheater- "Facility Name"**

- ☐ Major Exterior Signage identifying Amphitheater Name and Logo on Side of Building on the North Side
- ☐ Permanent Signage on the Box Office
- ☐ Permanent Signage on the Concession Stands
- ☐ Directional Signage with Amphitheater Name and Logo around building
- ☐ Permanent Stage Signage to the left and right of the main stage
- ☐ Amphitheater Name listed in television, radio, outdoor and digital media campaigns
- ☐ Amphitheater Name and Logo used in invitations, publicity, social media, organic marketing, storytelling, community
- ☐ Amphitheater Name and Logo included on event tickets (hard tickets/print at home)

#### **Baseball Fields- "Facility Name"**

- ☐ Naming Rights to the fields including branded signage at entrance
- ☐ Major signage on four scoreboards on the fields
- ☐ Major signage on all backstop signage on each field (12 fields in total)
- ☐ On Site Programming and Activation at the Baseball Fields
- ☐ Fields Name listed in television, radio, outdoor and digital media campaigns
- ☐ Fields Name and Logo used in invitations, publicity, social media, organic marketing, storytelling, community

#### **Hospitality**

- ☐ One (1) Suite with sixteen (16) Tickets/VIP Access to events and shows at the Arena
- ☐ One (1) Loge Box with twelve (12) Tickets/VIP Access to events and shows at the Amphitheater
- ☐ Opportunity for your clients/employees to purchase pre-sale tickets before the general public
- ☐ Subject to availability, Sponsor shall have the right to use the Facility or any part thereof rent free for meetings, seminars, training classes or other non-commercial uses, provided that Sponsor shall promptly reimburse Operator for any mutually agreed upon out-of-pocket expense incurred by Operator (such as but not limited to the cost of ushers, set up and take down personnel, security expenses, food and beverage and other equipment) in connection with such use, as approved in advance by Sponsor.

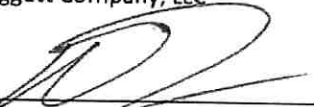
**Community**

- A Major Public Relations Campaign to announce the partnership
- Opportunity to activate a Sponsor Table, Grassroots Marketing team or equivalent at the Arena, Amphitheater, Exhibit Hall and Baseball Fields
- Co-Promotions and Community Programs developed together to be promoted by both parties
- Co-Involvement on charitable initiatives within the community
- Sponsor Activation at Planned Live Events in the Beaumont Community with Resulting Public Relations and Interaction


**Digital & Social Media**

- Exposure on contextual posts on Facility social media platforms
- Arena Name on Ticketmaster, Website URL, Social Handles, etc.
- Creation of Venue Social Media Channels with Arena Name and Logo
- Mentions in Organic Social Media Posts by Fans, Artists, etc.
- Contextual Banner Impressions on Emails and Web Sites
- Contextually relevant Top Block Inclusions on Various Facility Controlled Web Sites
- Recognition of Naming Rights Partnership on Web sites
- Mentions in Custom Content Created and Distributed via Facility Channels
- Inclusion in contextual advertorials written by Facility staff and distributed via E-Newsletters and Web Sites

Doggett Company, LLC

By:   
 Name: Leslie Doggett  
 Title: Chairman / owner

Global Spectrum, L.P. d/b/a OVG360, AS AGENT

By:   
 Name: CLAUDIO OLIVEIRA  
 Title: GENERAL MANAGER

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted for the following items: Road Building Materials for a Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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


This contract shall henceforth be referred to as Contract No. IFB 23-048/MR, Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

  
\_\_\_\_\_  
Jeff R. Branick, County Judge  
JEFFERSON COUNTY, TEXAS

NOVEMBER 14 2023  
Date

**ATTEST:**

  
\_\_\_\_\_  
Roxanne Acosta Hellberg, County Clerk  
JEFFERSON COUNTY, TEXAS

NOVEMBER 14, 2023  
Date





**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

Vulcan Construction Materials LLC

Company Name

PO Box 791550

Address

San Antonio TX 78279

City

State

Zip

**For clarification of this offer, contact:**

Melanie Manrique Sales Analyst

Name & Title

210-905-6449 210-524-5555

Phone

Fax

M Manrique

Signature of Person Authorized to Sign

manrique.m@vmcmail.com

E-mail

Melanie Manrique

Printed Name

Sales Analyst

Title

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

ACCEPTANCE OF OFFER

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Jeff R. Branick, County Judge  
JEFFERSON COUNTY, TEXAS

NOVEMBER 14, 2023  
Date

ATTEST:

  
\_\_\_\_\_  
Roxanne Acosta Hellberg, County Clerk  
JEFFERSON COUNTY, TEXAS

NOVEMBER 14, 2023  
Date



**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

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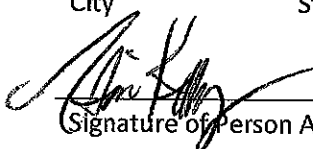
We acknowledge receipt of the following amendment(s): \_\_\_\_\_.

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

Martin Marietta Materials, Inc.  
Company Name

5675 Fannett Road  
Address

Beaumont, TX 77705  
City                      State                      Zip

  
Signature of Person Authorized to Sign

**For clarification of this offer, contact:**  
Bill Kelley Sr Sales Representative  
Name & Title

409-835-4933  
Phone                                      Fax

william.kelley@martinmarietta.com  
E-mail

Bill Kelley  
Printed Name

Sr. Sales Representative  
Title

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



**ACCEPTANCE OF OFFER**

The Offer is hereby accepted for the following items: Road Building Materials for a Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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**COUNTERSIGNED:**



Jeff R. Branick, County Judge  
JEFFERSON COUNTY, TEXAS

November 14 2023

Date

**ATTEST:**



Roxanne Acosta Hellberg, County Clerk  
JEFFERSON COUNTY, TEXAS

NOVEMBER 14, 2023

Date



**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

To Jefferson County:

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

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

Modern Concrete & Materials, LLC

Company Name

PO Box 21557

Address

Beaumont, TX 77720

City State Zip



Signature of Person Authorized to Sign

Trent Almond

Printed Name

President

Title

**For clarification of this offer, contact:**

Trent Almond - President

Name & Title

409-659-1208

Phone Fax

talmond@modernconcretetx.com

E-mail

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**ACCEPTANCE OF OFFER**

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**COUNTERSIGNED:**

  
\_\_\_\_\_  
Jeff R. Branick, County Judge  
JEFFERSON COUNTY, TEXAS

November 14, 2023  
Date

**ATTEST:**

  
\_\_\_\_\_  
Roxanne Acosta Hellberg, County Clerk  
JEFFERSON COUNTY, TEXAS

November 14, 2023  
Date





**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

To Jefferson County:

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

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

Texas Materials, a CRH Company

Company Name

12907 US Highway 90

Address

Beaumont, TX 77713

City State Zip

  
Signature of Person Authorized to Sign

Johnathan Murphy

Printed Name

Operations Manager

Title

**For clarification of this offer, contact:**

Jeremy Hemmings, Outside Sales

Name & Title

409-718-8082 N/A

Phone Fax

jeremy.hemmings@texasmaterials.com

E-mail

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Road Building Materials for a Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 23-048/MR, Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

*[Handwritten signature of Jeff R. Branick]*

Jeff R. Branick, County Judge  
JEFFERSON COUNTY, TEXAS

*November 14, 2023*

Date

ATTEST:

*[Handwritten signature of Roxanne Acosta Hellberg]*

Roxanne Acosta Hellberg, County Clerk  
JEFFERSON COUNTY, TEXAS

*November 14, 2023*

Date



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.

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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:

WALKER COUNTY ASPHALT, INC.  
Company Name


For clarification of this offer, contact:

22010 FAIRGROUNDS RD.  
Address

KYLE DAWSON BUSINESS OPERATIONS MGR  
Name & Title

HAMPSTEAD TEXAS 77445  
City State Zip

979-826-7075 N/A  
Phone Fax

  
Signature of Person Authorized to Sign

INFO@WCASPHALT.COM  
E-mail

REID DAWSON  
Printed Name

VICE PRESIDENT  
Title

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**











3. Flexible Base, Item 247 Type A Grade 1-2 (Minimum P.I. 4 - Maximum P.I. 10)

Truck Delivery - Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site

| Distance |               | Modern Concrete & Materials, LLC |             | Dirt Rocks Construction       |                        | Waller County Asphalt |         | Vulcan Construction Materials |             | Martin Marietta Materials |             | Texas Materials                                                      |             |  |  |
|----------|---------------|----------------------------------|-------------|-------------------------------|------------------------|-----------------------|---------|-------------------------------|-------------|---------------------------|-------------|----------------------------------------------------------------------|-------------|--|--|
|          |               | Vehicle Type                     |             | Vehicle Type                  |                        | Vehicle Type          |         | Vehicle Type                  |             | Vehicle Type              |             | Vehicle Type                                                         |             |  |  |
|          |               | Tandem Dump                      | Trailer     | Tandem Dump                   | Trailer                | Tandem Dump           | Trailer | Tandem Dump                   | Trailer     | Tandem Dump               | Trailer     | Tandem Dump                                                          | Trailer     |  |  |
| 1.       | 1 - 10 Miles  | \$43.00/ton                      | \$43.00/ton | <del>\$6.00/ton</del>         | <del>\$4.50/ton</del>  | No Bid                | No Bid  | \$6.50/ton                    | \$6.50/ton  | \$43.50/ton               | \$43.50/ton | \$71.00/ton                                                          | \$71.00/ton |  |  |
| 2.       | 11 - 20 Miles | \$44.00/ton                      | \$44.00/ton | <del>\$12.00/ton</del>        | <del>\$8.00/ton</del>  | No Bid                | No Bid  | \$8.50/ton                    | \$8.50/ton  | \$45.50/ton               | \$45.50/ton | \$73.00/ton                                                          | \$73.00/ton |  |  |
| 3.       | 21 - 30 Miles | \$48.00/ton                      | \$48.00/ton | <del>\$15.00/ton</del>        | <del>\$9.50/ton</del>  | No Bid                | No Bid  | \$10.25/ton                   | \$10.25/ton | \$48.00/ton               | \$48.00/ton | \$76.00/ton                                                          | \$76.00/ton |  |  |
| 4.       | 31+ Miles     | \$50.00/ton                      | \$50.00/ton | <del>\$18.00/ton</del>        | <del>\$15.00/ton</del> | No Bid                | No Bid  | \$11.50/ton                   | \$11.50/ton | \$51.00/ton               | \$51.00/ton | \$82.00/ton                                                          | \$82.00/ton |  |  |
|          |               |                                  |             | Note: Price is delivery only. |                        |                       |         |                               |             |                           |             | Note: Price for delivery & materials includes hopper pick up (3 C.). |             |  |  |

3. Flexible Base, Item 247 Type A Grade 1-2 (Minimum P.I. 4 - Maximum P.I. 10)

Truck Delivery - Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

| B. Delivery to Storage Yard | Modern Concrete & Materials, LLC |                  |               |                  |               |               |               |                 | Dirt Rocks Construction |                  |               |                  |               |               |               |                 |
|-----------------------------|----------------------------------|------------------|---------------|------------------|---------------|---------------|---------------|-----------------|-------------------------|------------------|---------------|------------------|---------------|---------------|---------------|-----------------|
|                             | 205 Hwy 90                       | 9550 Viterbo Rd. | 12911 Hwy 365 | 7759 Viterbo Rd. | 24420 Hwy 124 | 9059 Boyt Rd. | 7780 Boyt Rd. | 2202 Hebert Rd. | 205 Hwy 90              | 9550 Viterbo Rd. | 12911 Hwy 365 | 7759 Viterbo Rd. | 24420 Hwy 124 | 9059 Boyt Rd. | 7780 Boyt Rd. | 2202 Hebert Rd. |
| Tanden Dump                 | \$45.00/ton                      | \$45.00/ton      | \$45.00/ton   | \$45.00/ton      | \$45.00/ton   | \$45.00/ton   | \$45.00/ton   | \$45.00/ton     | \$40.00/ton             | \$15.00/ton      | \$15.00/ton   | \$15.00/ton      | \$18.50/ton   | \$18.50/ton   | \$18.50/ton   | \$15.00/ton     |
| Trailer                     | \$45.00/ton                      | \$45.00/ton      | \$45.00/ton   | \$45.00/ton      | \$45.00/ton   | \$45.00/ton   | \$45.00/ton   | \$45.00/ton     | \$22.50/ton             | \$9.50/ton       | \$10.00/ton   | \$9.50/ton       | \$12.00/ton   | \$12.00/ton   | \$12.00/ton   | \$9.50/ton      |

Note: Price is delivery only.

| C. Hopper Pick-Up |             | Modern Concrete & Materials, LLC |                           |                           |  | Dirt Rocks Construction |                           |                           |
|-------------------|-------------|----------------------------------|---------------------------|---------------------------|--|-------------------------|---------------------------|---------------------------|
| Location          |             | Address                          | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |  | Address                 | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
| 1.                | Beaumont    | 2120 N. 7th St.                  | 7:00 am - 5:00 pm         | \$38.00/ton               |  | No Bid                  | No Bid                    | No Bid                    |
| 2.                | Port Neches | No Bid                           | No Bid                    | No Bid                    |  | No Bid                  | No Bid                    | No Bid                    |
| 3.                | Port Arthur | No Bid                           | No Bid                    | No Bid                    |  | No Bid                  | No Bid                    | No Bid                    |
| 4.                | Other       | 2225 S. Hwy 225, Sour Lake, TX   | 7:00 am - 5:00 pm         | \$38.00/ton               |  | No Bid                  | No Bid                    | No Bid                    |
| 5.                | Other       | No Bid                           | No Bid                    | No Bid                    |  | No Bid                  | No Bid                    | No Bid                    |







4. Flexible Base, Item 247 Type D Grade 1-2, Crushed Concrete (Minimum P.I. 4 - Maximum P.I. 10)

Truck Delivery - Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

A. Delivery to Job Site.

| Distance |               | Modern Concrete & Materials, LLC |             | Dirt Rocks Construction |         | Waller County Asphalt |         | Vulcan Construction Materials |         | Martin Marietta Materials |         | Texas Materials |             |
|----------|---------------|----------------------------------|-------------|-------------------------|---------|-----------------------|---------|-------------------------------|---------|---------------------------|---------|-----------------|-------------|
|          |               | Vehicle Type                     |             | Vehicle Type            |         | Vehicle Type          |         | Vehicle Type                  |         | Vehicle Type              |         | Vehicle Type    |             |
|          |               | Tandem Dump                      | Trailer     | Tandem Dump             | Trailer | Tandem Dump           | Trailer | Tandem Dump                   | Trailer | Tandem Dump               | Trailer | Tandem Dump     | Trailer     |
| 1.       | 1 - 10 Miles  | \$38.00/ton                      | \$38.00/ton | No Bid                  | No Bid  | No Bid                | No Bid  | No Bid                        | No Bid  | No Bid                    | No Bid  | \$48.00/ton     | \$48.00/ton |
| 2.       | 11 - 20 Miles | \$39.00/ton                      | \$39.00/ton | No Bid                  | No Bid  | No Bid                | No Bid  | No Bid                        | No Bid  | No Bid                    | No Bid  | \$50.00/ton     | \$50.00/ton |
| 3.       | 21 - 30 Miles | \$43.00/ton                      | \$43.00/ton | No Bid                  | No Bid  | No Bid                | No Bid  | No Bid                        | No Bid  | No Bid                    | No Bid  | \$53.00/ton     | \$53.00/ton |
| 4.       | 31+ Miles     | \$45.00/ton                      | \$45.00/ton | No Bid                  | No Bid  | No Bid                | No Bid  | No Bid                        | No Bid  | No Bid                    | No Bid  | \$59.00/ton     | \$59.00/ton |

4. Flexible Base, Item 247 Type D Grade 1-2, Crushed Concrete (Minimum P.I. 4 - Maximum P.I. 10)

Truck Delivery - Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

| B. Delivery to Storage Yard | Modern Concrete & Materials, LLC |                  |               |                  |               |               |               |                 | Dirt Rocks Construction |                  |               |                  |               |               |               |                 |
|-----------------------------|----------------------------------|------------------|---------------|------------------|---------------|---------------|---------------|-----------------|-------------------------|------------------|---------------|------------------|---------------|---------------|---------------|-----------------|
|                             | 205 Hwy 90                       | 9550 Viterbo Rd. | 12911 Hwy 365 | 7759 Viterbo Rd. | 24420 Hwy 124 | 9059 Boyt Rd. | 7780 Boyt Rd. | 2202 Hebert Rd. | 205 Hwy 90              | 9550 Viterbo Rd. | 12911 Hwy 365 | 7759 Viterbo Rd. | 24420 Hwy 124 | 9059 Boyt Rd. | 7780 Boyt Rd. | 2202 Hebert Rd. |
| Tanden Dump                 | \$40.00/ton                      | \$40.00/ton      | \$40.00/ton   | \$40.00/ton      | \$40.00/ton   | \$40.00/ton   | \$40.00/ton   | \$40.00/ton     | No Bid                  | No Bid           | No Bid        | No Bid           | No Bid        | No Bid        | No Bid        | No Bid          |
| Trailer                     | \$40.00/ton                      | \$40.00/ton      | \$40.00/ton   | \$40.00/ton      | \$40.00/ton   | \$40.00/ton   | \$40.00/ton   | \$40.00/ton     | No Bid                  | No Bid           | No Bid        | No Bid           | No Bid        | No Bid        | No Bid        | No Bid          |

4. Flexible Base, Item 247 Type D Grade 1-2, Crushed Concrete (Minimum P.I. 4 - Maximum P.I. 10)

Truck Delivery - Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

| C. Hopper Pick-Up |             | Modern Concrete & Materials, LLC |                           |                           |  | Dirt Rocks Construction |                           |                           |
|-------------------|-------------|----------------------------------|---------------------------|---------------------------|--|-------------------------|---------------------------|---------------------------|
| Location          |             | Address                          | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |  | Address                 | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
| 1.                | Beaumont    | 6016 MLK Parkway                 | 7:00 am - 5:00 pm         | \$33.00/ton               |  | No Bid                  | No Bid                    | No Bid                    |
| 2.                | Port Neches | No Bid                           | No Bid                    | No Bid                    |  | No Bid                  | No Bid                    | No Bid                    |
| 3.                | Port Arthur | No Bid                           | No Bid                    | No Bid                    |  | No Bid                  | No Bid                    | No Bid                    |
| 4.                | Other       | No Bid                           | No Bid                    | No Bid                    |  | No Bid                  | No Bid                    | No Bid                    |
| 5.                | Other       | No Bid                           | No Bid                    | No Bid                    |  | No Bid                  | No Bid                    | No Bid                    |



















6. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

Truck Delivery - Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

| A. Delivery to Job Site |               | Modern Concrete & Materials, LLC |         | Dirt Rocks Construction |         | Waller County Asphalt |         | Vulcan Construction Materials |         | Martin Marietta Materials |         | Texas Materials |               |
|-------------------------|---------------|----------------------------------|---------|-------------------------|---------|-----------------------|---------|-------------------------------|---------|---------------------------|---------|-----------------|---------------|
|                         |               | Vehicle Type                     |         | Vehicle Type            |         | Vehicle Type          |         | Vehicle Type                  |         | Vehicle Type              |         | Vehicle Type    |               |
| Distance                |               | Tandem Dump                      | Trailer | Tandem Dump             | Trailer | Tandem Dump           | Trailer | Tandem Dump                   | Trailer | Tandem Dump               | Trailer | Tandem Dump     | Trailer       |
| 1.                      | 1 - 10 Miles  | No Bid                           | No Bid  | No Bid                  | No Bid  | No Bid                | No Bid  | No Bid                        | No Bid  | No Bid                    | No Bid  | \$132.00/ton    | \$132.00/ton  |
| 2.                      | 11 - 20 Miles | No Bid                           | No Bid  | No Bid                  | No Bid  | No Bid                | No Bid  | No Bid                        | No Bid  | No Bid                    | No Bid  | \$134.00/ton    | \$134.00/ton  |
| 3.                      | 21 - 30 Miles | No Bid                           | No Bid  | No Bid                  | No Bid  | No Bid                | No Bid  | No Bid                        | No Bid  | No Bid                    | No Bid  | \$137.00/ton    | \$137.00/ton  |
| 4.                      | 31+ Miles     | No Bid                           | No Bid  | No Bid                  | No Bid  | No Bid                | No Bid  | No Bid                        | No Bid  | No Bid                    | No Bid  | \$143.00/ ton   | \$143.00/ ton |









7. Hot-Mix Cold-Laid Asphalt Concrete Pavement, Item 8013, Type D (Patching Material)

Truck Delivery - Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

| A. Delivery to Job Site |               | Modern Concrete & Materials, LLC |         | Dirt Rocks Construction |         | Waller County Asphalt |         | Vulcan Construction Materials |         | Martin Marietta Materials |         | Texas Materials |               |
|-------------------------|---------------|----------------------------------|---------|-------------------------|---------|-----------------------|---------|-------------------------------|---------|---------------------------|---------|-----------------|---------------|
|                         |               | Vehicle Type                     |         | Vehicle Type            |         | Vehicle Type          |         | Vehicle Type                  |         | Vehicle Type              |         | Vehicle Type    |               |
| Distance                |               | Tandem Dump                      | Trailer | Tandem Dump             | Trailer | Tandem Dump           | Trailer | Tandem Dump                   | Trailer | Tandem Dump               | Trailer | Tandem Dump     | Trailer       |
| 1.                      | 1 - 10 Miles  | No Bid                           | No Bid  | No Bid                  | No Bid  | No Bid                | No Bid  | No Bid                        | No Bid  | No Bid                    | No Bid  | \$127.00/ton    | \$127.00/ton  |
| 2.                      | 11 - 20 Miles | No Bid                           | No Bid  | No Bid                  | No Bid  | No Bid                | No Bid  | No Bid                        | No Bid  | No Bid                    | No Bid  | \$129.00/ton    | \$129.00/ton  |
| 3.                      | 21 - 30 Miles | No Bid                           | No Bid  | No Bid                  | No Bid  | No Bid                | No Bid  | No Bid                        | No Bid  | No Bid                    | No Bid  | \$132.00/ton    | \$132.00/ton  |
| 4.                      | 31+ Miles     | No Bid                           | No Bid  | No Bid                  | No Bid  | No Bid                | No Bid  | No Bid                        | No Bid  | No Bid                    | No Bid  | \$138.00/ ton   | \$138.00/ ton |













8. Cement Stabilized Base, Item 276 (Plant Mixed) Crushed Limestone

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

A. Delivered to Job Site

|          |             | Martin Marietta Materials |             |             |             | Texas Materials |               |               |               |
|----------|-------------|---------------------------|-------------|-------------|-------------|-----------------|---------------|---------------|---------------|
|          |             | Description               |             |             |             | Description     |               |               |               |
| Distance |             | 1 1/2 sack/ton            | 2 sack/ton  | 3 sack/ton  | 4 sack/ton  | 1 1/2 sack/ton  | 2 sack/ton    | 3 sack/ton    | 4 sack/ton    |
| 1.       | 1-10 Miles  | \$62.50/ton               | \$67.50/ton | \$77.50/ton | \$87.50/ton | \$105.00/ ton   | \$109.00/ ton | \$119.00/ton  | \$131.00/ton  |
| 2.       | 11-20 Miles | \$64.50/ton               | \$69.50/ton | \$79.50/ton | \$89.50/ton | \$107.00/ ton   | \$111.00/ton  | \$121.00/ton  | \$133.00/ ton |
| 3.       | 21-30 Miles | \$67.00/ton               | \$72.00/ton | \$82.00/ton | \$92.00/ton | \$110.00/ton    | \$114.00/ton  | \$124.00/ ton | \$136.00/ ton |
| 4.       | 31+ Miles   | \$70.00/ton               | \$75.00/ton | \$85.00/ton | \$95.00/ton | \$116.00/ton    | \$120.00 /ton | \$130.00/ ton | \$142.00/ ton |











9. Cement Stabilized Base, Item 276 (Plant Mixed) Crushed Concrete

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

A. Delivered to Job Site

|          |             | Martin Marietta Materials |            |            |            | Texas Materials |             |               |               |
|----------|-------------|---------------------------|------------|------------|------------|-----------------|-------------|---------------|---------------|
|          |             | Description               |            |            |            | Description     |             |               |               |
| Distance |             | 1 1/2 sack/ton            | 2 sack/ton | 3 sack/ton | 4 sack/ton | 1 1/2 sack/ton  | 2 sack/ton  | 3 sack/ton    | 4 sack/ton    |
| 1.       | 1-10 Miles  | No Bid                    | No Bid     | No Bid     | No Bid     | \$71.00/ton     | \$77.00/ton | \$89.00/ton   | \$102.00/ ton |
| 2.       | 11-20 Miles | No Bid                    | No Bid     | No Bid     | No Bid     | \$73.00/ton     | \$79.00/ton | \$91.00/ton   | \$104.00 /ton |
| 3.       | 21-30 Miles | No Bid                    | No Bid     | No Bid     | No Bid     | \$76.00/ton     | \$82.00/ton | \$94.00/ton   | \$107.00/ ton |
| 4.       | 31+ Miles   | No Bid                    | No Bid     | No Bid     | No Bid     | \$82.00/ton     | \$88.00/ton | \$100.00 /ton | \$113.00/ton  |













10. Cement Stabilized Sand, Item 400, Plant Mixed

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

A. Delivered to Job Site

|          |             | Martin Marietta Materials |             |             |             | Texas Materials |             |             |              |
|----------|-------------|---------------------------|-------------|-------------|-------------|-----------------|-------------|-------------|--------------|
|          |             | Description               |             |             |             | Description     |             |             |              |
| Distance |             | 1 1/2 sack/ton            | 2 sack/ton  | 3 sack/ton  | 4 sack/ton  | 1 1/2 sack/ton  | 2 sack/ton  | 3 sack/ton  | 4 sack/ton   |
| 1.       | 1-10 Miles  | \$41.50/ton               | \$46.50/ton | \$56.50/ton | \$66.50/ton | \$59.00/ton     | \$72.00/ton | \$84.00/ton | \$99.00/ton  |
| 2.       | 11-20 Miles | \$43.50/ton               | \$48.50/ton | \$58.50/ton | \$68.50/ton | \$61.00/ton     | \$74.00/ton | \$86.00/ton | \$101.00/ton |
| 3.       | 21-30 Miles | \$46.00/ton               | \$51.00/ton | \$61.00/ton | \$71.00/ton | \$64.00/ton     | \$77.00/ton | \$89.00/ton | \$104.00/ton |
| 4.       | 31+ Miles   | \$49.00/ton               | \$54.00/ton | \$64.00/ton | \$74.00/ton | \$70.00/ton     | \$83.00/ton | \$95.00/ton | \$110.00/ton |









Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

|          |               | Modern Concrete & Materials, LLC | Dirt Rocks Construction | Waller County Asphalt | Vulcan Construction Materials | Martin Marietta Materials | Texas Materials |
|----------|---------------|----------------------------------|-------------------------|-----------------------|-------------------------------|---------------------------|-----------------|
| Distance |               | Cost                             | Cost                    | Cost                  | Cost                          | Cost                      | Cost            |
| 1.       | 1 - 10 Miles  | \$119.00/C.Y.                    | No Bid                  | No Bid                | No Bid                        | \$116.00/C.Y.             | No Bid          |
| 2.       | 11 - 20 Miles | \$119.00/C.Y.                    | No Bid                  | No Bid                | No Bid                        | \$116.00/C.Y.             | No Bid          |
| 3.       | 21 - 30 Miles | \$119.00/C.Y.                    | No Bid                  | No Bid                | No Bid                        | \$116.00/C.Y.             | No Bid          |
| 4.       | 31+ Miles     | \$119.00/C.Y.                    | No Bid                  | No Bid                | No Bid                        | \$116.00/C.Y.             | No Bid          |

12. Dense-Graded Hot-Mix Asphalt, Item 340, Gradation D, PG64-22, Max 20% RAP, No RAS

| Hopper Pick -Up |             | Modern Concrete & Materials, LLC |                           |                           | Dirt Rocks Construction |                           |                           |
|-----------------|-------------|----------------------------------|---------------------------|---------------------------|-------------------------|---------------------------|---------------------------|
| Location        |             | Address                          | Hours of Hopper Operation | Prices F.O.B. for Pick-Up | Address                 | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
| 1.              | Beaumont    | No Bid                           | No Bid                    | No Bid                    | No Bid                  | No Bid                    | No Bid                    |
| 2.              | Port Neches | No Bid                           | No Bid                    | No Bid                    | No Bid                  | No Bid                    | No Bid                    |
| 3.              | Port Arthur | No Bid                           | No Bid                    | No Bid                    | No Bid                  | No Bid                    | No Bid                    |
| 4.              | Other       | No Bid                           | No Bid                    | No Bid                    | No Bid                  | No Bid                    | No Bid                    |
| 5.              | Other       | No Bid                           | No Bid                    | No Bid                    | No Bid                  | No Bid                    | No Bid                    |

13. Dense-Graded Hot-Mix Asphalt, Item 340, Gradation F, PG64-22, Max 20% RAP, No RAS

| Hopper Pick -Up |             | Modern Concrete & Materials, LLC |                           |                           | Dirt Rocks Construction |                           |                           |
|-----------------|-------------|----------------------------------|---------------------------|---------------------------|-------------------------|---------------------------|---------------------------|
| Location        |             | Address                          | Hours of Hopper Operation | Prices F.O.B. for Pick-Up | Address                 | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
| 1.              | Beaumont    | No Bid                           | No Bid                    | No Bid                    | No Bid                  | No Bid                    | No Bid                    |
| 2.              | Port Neches | No Bid                           | No Bid                    | No Bid                    | No Bid                  | No Bid                    | No Bid                    |
| 3.              | Port Arthur | No Bid                           | No Bid                    | No Bid                    | No Bid                  | No Bid                    | No Bid                    |
| 4.              | Other       | No Bid                           | No Bid                    | No Bid                    | No Bid                  | No Bid                    | No Bid                    |
| 5.              | Other       | No Bid                           | No Bid                    | No Bid                    | No Bid                  | No Bid                    | No Bid                    |

14. Hydraulic Cement Concrete, Item 421

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

A. Delivered to Job Site

|          |             | Modern Concrete & Materials, LLC |                  |                   | Dirt Rocks Construction |                  |                   |
|----------|-------------|----------------------------------|------------------|-------------------|-------------------------|------------------|-------------------|
| Distance |             | Description                      |                  |                   | Description             |                  |                   |
|          |             | Item 421, Type A                 | Item 421, Type B | Item 421, Type S6 | Item 421, Type A        | Item 421, Type B | Item 421, Type S6 |
| 1.       | 1-10 Miles  | \$140.00/C.Y.                    | \$130.00/C.Y.    | \$150.00/C.Y.     | No Bid                  | No Bid           | No Bid            |
| 2.       | 11-20 Miles | \$140.00/C.Y.                    | \$130.00/C.Y.    | \$150.00/C.Y.     | No Bid                  | No Bid           | No Bid            |
| 3.       | 21-30 Miles | \$140.00/C.Y.                    | \$130.00/C.Y.    | \$150.00/C.Y.     | No Bid                  | No Bid           | No Bid            |
| 4.       | 31+ Miles   | \$140.00/C.Y.                    | \$130.00/C.Y.    | \$150.00/C.Y.     | No Bid                  | No Bid           | No Bid            |

**Modern Concrete & Materials, LLC**  
 P.O. Box 21557  
 Beaumont, TX 77720  
 Attn: Trent Almond  
 Phone: (409) 659-1208  
[talmond@modernconcretetx.us](mailto:talmond@modernconcretetx.us)

**Dirt Rocks Construction Industry Solutions, LLC**  
 9708 SPID Suite A202  
 Corpus Christi, TX 78418  
 Attn: Robby Pedersen  
 Phone: (833) 347-8769  
[rpedersen@dirtrocks.com](mailto:rpedersen@dirtrocks.com)

**Waller County Asphalt, Inc.**  
 22010 Fairgrounds Rd.  
 Hempstead, TX 77445  
 Attn: Kyle Dawson  
 Phone: (979) 826-7075  
[info@wcasphalt.com](mailto:info@wcasphalt.com)

**Vulcan Construction Materials, LLC**  
 P.O. Box 791550  
 San Antonio, TX 78279  
 Attn: Melanie Manrique  
 Phone: (210) 965-0448  
[manrique@vmcmail.com](mailto:manrique@vmcmail.com)

**Martin Marietta Materials, LLC**  
 5675 Fannett Road  
 Beaumont, TX 77705  
 Attn: Bill Kelley  
 Phone (409) 835-4933  
[william.kelley@martin-marietta.com](mailto:william.kelley@martin-marietta.com)

Jefferson County makes no claim that this bid tabulation represents anything other than the information read aloud at the public opening. The County has not checked the bids for errors, or made any determinations that the solicitations meet all requirements. In the case of a discrepancy between information on this tabulation and the original hard-copy document, the original hard copy shall prevail.

**Texas Materials, a CRH Company**  
 12907 US Highway 90  
 Beaumont, TX 77713  
 Attn: Jeremy Hemmings  
 Phone (409) 718-8082  
[jeremy.hemmings@texasmaterials.com](mailto:jeremy.hemmings@texasmaterials.com)





12. Dense-Graded Hot-Mix Asphalt, Item 340, Gradation D, PG64-22, Max 20% RAP, No RAS

| Hopper Pick -Up |             | Martin Marietta Materials |                           |                           | Texas Materials |                           |                           |
|-----------------|-------------|---------------------------|---------------------------|---------------------------|-----------------|---------------------------|---------------------------|
| Location        |             | Address                   | Hours of Hopper Operation | Prices F.O.B. for Pick-Up | Address         | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
| 1.              | Beaumont    | No Bid                    | No Bid                    | No Bid                    | 860 Pine Street | 7:00 am - 4:00 pm         | \$135.00/ton              |
| 2.              | Port Neches | No Bid                    | No Bid                    | No Bid                    | No Bid          | No Bid                    | No Bid                    |
| 3.              | Port Arthur | No Bid                    | No Bid                    | No Bid                    | No Bid          | No Bid                    | No Bid                    |
| 4.              | Other       | No Bid                    | No Bid                    | No Bid                    | No Bid          | No Bid                    | No Bid                    |
| 5.              | Other       | No Bid                    | No Bid                    | No Bid                    | No Bid          | No Bid                    | No Bid                    |

13. Dense-Graded Hot-Mix Asphalt, Item 340, Gradation F, PG64-22, Max 20% RAP, No RAS

| Hopper Pick -Up |             | Martin Marietta Materials |                           |                           | Texas Materials |                           |                           |
|-----------------|-------------|---------------------------|---------------------------|---------------------------|-----------------|---------------------------|---------------------------|
| Location        |             | Address                   | Hours of Hopper Operation | Prices F.O.B. for Pick-Up | Address         | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |
| 1.              | Beaumont    | No Bid                    | No Bid                    | No Bid                    | 860 Pine Street | 7:00 am - 4:00 pm         | \$148.00/ton              |
| 2.              | Port Neches | No Bid                    | No Bid                    | No Bid                    | No Bid          | No Bid                    | No Bid                    |
| 3.              | Port Arthur | No Bid                    | No Bid                    | No Bid                    | No Bid          | No Bid                    | No Bid                    |
| 4.              | Other       | No Bid                    | No Bid                    | No Bid                    | No Bid          | No Bid                    | No Bid                    |
| 5.              | Other       | No Bid                    | No Bid                    | No Bid                    | No Bid          | No Bid                    | No Bid                    |

14. Hydraulic Cement Concrete, Item 421

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

A. Delivered to Job Site

| Distance       | Martin Marietta Materials |                  |                   | Texas Materials  |                  |                   |
|----------------|---------------------------|------------------|-------------------|------------------|------------------|-------------------|
|                | Description               |                  |                   | Description      |                  |                   |
|                | Item 421, Type A          | Item 421, Type B | Item 421, Type S6 | Item 421, Type A | Item 421, Type B | Item 421, Type S6 |
| 1. 1-10 Miles  | \$145.00/C.Y.             | \$135.00/C.Y.    | \$155.00/C.Y.     | No Bid           | No Bid           | No Bid            |
| 2. 11-20 Miles | \$145.00/C.Y.             | \$135.00/C.Y.    | \$155.00/C.Y.     | No Bid           | No Bid           | No Bid            |
| 3. 21-30 Miles | \$145.00/C.Y.             | \$135.00/C.Y.    | \$155.00/C.Y.     | No Bid           | No Bid           | No Bid            |
| 4. 31+ Miles   | \$145.00/C.Y.             | \$135.00/C.Y.    | \$155.00/C.Y.     | No Bid           | No Bid           | No Bid            |

**ACCEPTANCE OF OFFER**

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The Offer is hereby accepted for the following items: Term Contract for Morgue Transport Service for Jefferson County for Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 23-055/MR, Term Contract for Morgue Transport Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

  
\_\_\_\_\_  
Jeff R. Branick, County Judge  
JEFFERSON COUNTY, TEXAS

NOVEMBER 14, 2023  
Date

**ATTEST:**

  
\_\_\_\_\_  
Roxanne Acosta Hellberg, County Clerk  
JEFFERSON COUNTY, TEXAS

NOVEMBER 14, 2023  
Date



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:

Proctor's Mortuary Transport  
Company Name

For clarification of this offer, contact:

3522 Washington Blvd.  
Address

Lashon D. Proctor  
Name & Title

Beaumont, Texas 77705  
City State Zip

4098402022 4098404530  
Phone Fax

[Signature]  
Signature of Person Authorized to Sign

proctorsmortuary@aol.com  
E-mail

Lashon D Proctor  
Printed Name

Owner  
Title

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**IFB 23-055/MR****Term Contract for Morgue Transport Service for Jefferson County****Bid Opening: October 18, 2023****Preliminary Tabulation**

|                                                       |                                                                                                                                                                                                                                |                                                                                                                                                                                                                           |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                       | <b>Proctor's Mortuary Transport</b><br>3522 Washington Blvd<br>Beaumont, TX 77705<br>attn: Lashon D. Proctor<br>ph: 409-840-2022<br>fx: 409-840-2022<br><a href="mailto:proctorsmortuary@aol.com">proctorsmortuary@aol.com</a> | <b>Raspberry Family Funeral Home</b><br>9034 Longpoint Rd.<br>Houston, TX 77055<br>attn: Cartez Raspberry<br>ph: 832-955-5519<br><a href="mailto:rasberryfamilycremation@gmail.com">rasberryfamilycremation@gmail.com</a> |
|                                                       | <b>Rate Per Trip to Transport Decedents</b>                                                                                                                                                                                    | <b>Rate Per Trip to Transport Decedents</b>                                                                                                                                                                               |
| Initial Contract Year (November 2023 - November 2024) | \$ 250.00                                                                                                                                                                                                                      | \$ 450.00                                                                                                                                                                                                                 |
| Renewal Year 1 (November 2024 - November 2025)        | \$ 250.00                                                                                                                                                                                                                      | \$ 450.00                                                                                                                                                                                                                 |
| Renewal Year 2 (November 2025 - November 2026)        | \$ 300.00                                                                                                                                                                                                                      | \$ 475.00                                                                                                                                                                                                                 |
| Renewal Year 3 (November 2026 - November 2027)        | \$ 300.00                                                                                                                                                                                                                      | \$ 475.00                                                                                                                                                                                                                 |
| Renewal Year 4 (November 2027 - November 2028)        | \$ 300.00                                                                                                                                                                                                                      | \$ 475.00                                                                                                                                                                                                                 |

Jefferson County makes no claim that this bid tabulation represents anything other than the information read aloud at the public opening. The County has not checked the bids for errors, or made any determinations that the solicitations meet all requirements. In the case of a discrepancy between information on this tabulation and the original hard-copy document, the original hard copy shall prevail.



**CONTRACT RENEWAL FOR IFB 19-056/YS  
TERM CONTRACT FOR GRAY LIMESTONE (COMMONLY  
REFERRED TO AS 610 BASE) FOR JEFFERSON COUNTY**


The County entered into a contract with Gulf Coast, a CRH Company for one (1) year, from November 19, 2018 to November 18, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from November 14, 2023 to November 13, 2024.

ATTEST:


  
\_\_\_\_\_  
Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
Gulf Coast, a CRH Company

  
\_\_\_\_\_  
(Name)



**Texas Materials**  
Gulf Coast Area  
P.O. Box 20779  
Beaumont, TX 77720

T (409) 866 1444  
[www.texasmaterials.com](http://www.texasmaterials.com)

November 2, 2023

Jefferson County Purchasing Department  
1149 Pearl St, First Floor  
Beaumont, TX 77701

Ms. Clark,

IFB 19-056/YS Price Increase

Texas Materials Group a CRH Company is unable to hold pricing on project TFB 19-056/YS  
Due to material market volatility, we must reprice the material to reflect current pricing trends.

Yours sincerely,

**Scott Blanchard**  
Beaumont General Manager  
Gulf Coast Area

**Texas Materials**  
A CRH COMPANY  
12907 US Highway 90  
Beaumont, Texas 77713

Office: 409.866.1444

Cell: 409.284.7734

Fax: 409.866.1032

Email: [scott.blanchard@texasmaterials.com](mailto:scott.blanchard@texasmaterials.com) (Please note new email address)

**CURRENT PRICING**

IFB 19-056/YS

Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County  
Awarded: November 19, 2019

Renewal 1: 11/18/2020-11/17/2021

Renewal 2: 11/16/2021 – 11/15/2022

Renewal 3: 11/15/2022 – 11/14/2023

updated: 10/11/2022

| A. Gray Limestone Base -<br>delivered from vendor's hopper to<br>job site. | Gulf Coast, a CRH<br>Company  |                            | Knife River Corporation<br>- South |                           |
|----------------------------------------------------------------------------|-------------------------------|----------------------------|------------------------------------|---------------------------|
|                                                                            | Price per ton,<br>tandem dump | Price per<br>ton, trailer  | Price per<br>ton, tandem<br>dump   | Price per<br>ton, trailer |
| 1. 1 - 10 miles                                                            | <del>\$36.75</del> \$50.00    | <del>\$36.75</del> \$50.00 | \$60.00                            | No Bid                    |
| 2. 11 – 20 miles                                                           | <del>\$39.45</del> \$52.00    | <del>\$36.75</del> \$52.00 | \$62.00                            | No Bid                    |
| 3. 21 – 30 miles                                                           | <del>\$42.60</del> \$54.00    | <del>\$37.75</del> \$54.00 | \$64.00                            | No Bid                    |
| 4. 31 + miles                                                              | <del>\$44.95</del> \$57.00    | <del>\$39.75</del> \$57.00 | \$67.00                            | No Bid                    |

| B. Hopper Pick Up         | Gulf Coast, a CRH<br>Company |                            | Knife River Corporation<br>– South |             |                    |
|---------------------------|------------------------------|----------------------------|------------------------------------|-------------|--------------------|
|                           | Location                     | Address                    | Price per ton                      | Address     | Price per ton      |
| 1. Beaumont               | 860 Pine Street              | <del>\$31.75</del> \$42.00 | \$50.00                            |             |                    |
| 2. Port Neches            |                              |                            |                                    |             |                    |
| 3. Port Arthur            |                              |                            |                                    |             |                    |
| 4. Other                  |                              |                            |                                    | Bridge City | \$38.00<br>\$45.00 |
| 5. Other                  |                              |                            |                                    |             |                    |
| Hours of Hopper Operation | Mon-Fri, 7am - 4 pm          |                            |                                    |             |                    |
| Loose weight in lbs/cy    | 2500 lbs/cy                  |                            |                                    |             |                    |

Gulf Coast, a CRH Company

PO Box 20779

Beaumont TX 77720

attn: ~~Brian Miller~~ Jeremy Hemmings~~Brian.Miller@gc-texas.com~~ph: ~~409-284-2600~~ 409-718-8082

jeremy.hemmings@texasmaterials.com

Knife River Corporation – South

PO Box 20257

Beaumont TX 77720

attn: Toby C. Burns

toby.burns@kniferiver.com

ph: 409-842-9393

**CURRENT PRICING**

IFB 19-056/YS

Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County

Awarded: November 19, 2019

Renewal 1: 11/18/2020-11/17/2021

Renewal 2: 11/16/2021 – 11/15/2022

Renewal 3: 11/15/2022 – 11/14/2023

updated: 10/11/2022

| A. Gray Limestone Base - delivered from vendor's hopper to job site. | Gulf Coast, a CRH Company  |                            | Knife River Corporation - South |                        |
|----------------------------------------------------------------------|----------------------------|----------------------------|---------------------------------|------------------------|
|                                                                      | Price per ton, tandem dump | Price per ton, trailer     | Price per ton, tandem dump      | Price per ton, trailer |
| 1. 1 - 10 miles                                                      | <del>\$36.75</del> \$50.00 | <del>\$36.75</del> \$50.00 | \$60.00                         | No Bid                 |
| 2. 11 – 20 miles                                                     | <del>\$39.45</del> \$52.00 | <del>\$36.75</del> \$52.00 | \$62.00                         | No Bid                 |
| 3. 21 – 30 miles                                                     | <del>\$42.60</del> \$54.00 | <del>\$37.75</del> \$54.00 | \$64.00                         | No Bid                 |
| 4. 31 + miles                                                        | <del>\$44.95</del> \$57.00 | <del>\$39.75</del> \$57.00 | \$67.00                         | No Bid                 |

| B. Hopper Pick Up         | Gulf Coast, a CRH Company |                            | Knife River Corporation – South |               |
|---------------------------|---------------------------|----------------------------|---------------------------------|---------------|
|                           | Address                   | Price per ton              | Address                         | Price per ton |
| 1. Beaumont               | 860 Pine Street           | <del>\$31.75</del> \$42.00 | \$50.00                         |               |
| 2. Port Neches            |                           |                            |                                 |               |
| 3. Port Arthur            |                           |                            |                                 |               |
| 4. Other                  |                           |                            | Bridge City                     | \$38.00       |
| 5. Other                  |                           |                            |                                 | \$45.00       |
| Hours of Hopper Operation | Mon-Fri, 7am - 4 pm       |                            |                                 |               |
| Loose weight in lbs/cy    | 2500 lbs/cy               |                            |                                 |               |

Gulf Coast, a CRH Company

PO Box 20779

Beaumont TX 77720

attn: ~~Brian Miller~~ (Jeremy Hemmings)~~Brian.Miller@gc-texas.com~~~~ph: 409-284-2600~~ (409-718-8082)

(jeremy.hemmings@texasmaterials.com)

Knife River Corporation – South

PO Box 20257

Beaumont TX 77720

attn: Toby C. Burns

toby.burns@kniferiver.com

ph: 409-842-9393



CONTRACT # 2023-03-  
 Burial # \_\_\_\_\_  
 Reference(s) # \_\_\_\_\_

Hillcrest Memorial Gardens, Inc  
 P.O. Box 2060  
 4560 Hwy 87 South  
 Orange, Texas 77631-2060  
 (409) 735-7145

Orange Forest Lawn  
 P.O. Box 2060  
 2312 Irving  
 Orange, Texas 77631-2060  
 (409) 735-7145

Claybar Haven of Rest  
 Cemetery & Crematory  
 P.O. Box 27  
 Hwy 90 at Green Pond Road  
 Beaumont, Texas 77704  
 (409) 892-3456

Date: October 23, 2023

**PURCHASE AGREEMENT**

I, (We), Jefferson County Public Health Dept.

#IFB 18-036/YS Email: \_\_\_\_\_

Address: 1295 PEARL ST.

BEAUMONT, TX 77701 Phone #: 409-835-8530

hereby agree to purchase, subject to the provisions on the reverse side of this agreement and the rules and regulations of:

- Hillcrest Memorial Gardens, Inc     Orange Forest Lawn     Claybar Haven of Rest & Crematory

(Hereinafter called "The Memorial Park") the number of interment, entombment, or inurnment space in the location described and any service or merchandise as so stated at the price and terms as follows:

PROPERTY DESCRIPTION

Garden: SERENITY

Section: \_\_\_\_\_ Lot: \*

Block: \* Spaces: \*

Section: \_\_\_\_\_ Block: \_\_\_\_\_

Block: \_\_\_\_\_ Spaces: \_\_\_\_\_

No. of Spaces \_\_\_\_\_ Square Ft \_\_\_\_\_

Mausoleum Unit \_\_\_\_\_

Crypt \_\_\_\_\_ Level \_\_\_\_\_

Special Note: If any item listed in reference to Memorialization, Granite, Scrolls and/or Service Arrangements an appropriate "MEMORIAL ORDER" and/or "REQUEST AND AUTHORIZATION" must be completed and made part of this agreement.

PAYMENT: \_\_\_\_\_

CFH/CKW/FF CONTRACT # \_\_\_\_\_

MERCHANDISE - PROPERTY - SERVICES

| Price Itemization: | ITEM DESCRIPTION                     | COST                                          |
|--------------------|--------------------------------------|-----------------------------------------------|
| QTY                |                                      |                                               |
| <u>10</u>          | A. Ground Space.....                 | <u>\$245.96/ea</u> ..... \$ <u>\$2,459.60</u> |
|                    | B. Mausoleum.....                    | \$ .....                                      |
|                    | C. Niche.....                        | \$ .....                                      |
|                    | D. Discount.....                     | \$ .....                                      |
|                    | Net Property sale (A,B, or C-D)..... | \$ .....                                      |
| <u>10</u>          | Perpetual Care.....                  | <u>\$59.04/ea</u> ..... \$ <u>\$590.40</u>    |
|                    | Deed Fee.....                        | \$ .....                                      |
|                    | Liner Installation Fee.....          | \$ .....                                      |
|                    | Opening & Closing.....               | \$ .....                                      |
|                    | E. Memorial.....                     | \$ .....                                      |
|                    | Memorial Installation Fee.....       | \$ .....                                      |
|                    | F. Granite Base.....                 | \$ .....                                      |
|                    | G. Memorial Discount.....            | \$ .....                                      |
|                    | Net Memorial Sales (E or F-G).....   | \$ .....                                      |
|                    | Sales Tax.....                       | \$ .....                                      |
|                    | TOTAL PRICE (target).....            | \$ .....                                      |
|                    | Allowance(s).....                    | \$ .....                                      |
|                    | Other Applicable Discounts.....      | \$ .....                                      |
|                    | ADJUSTED SALES PRICE.....            | \$ <u>\$3,050.00</u>                          |

Notations: \* SEPARATE ATTACHMENT TO FOLLOW WITH LOT, BLOCK & SPACE DESCRIPTIONS.

| CREDITOR-SELLER:                                                                                                                                                                                                                |                                                                  | HILLCREST MEMORIAL GARDENS, INC                                         |                                                                                                 |                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)                                                                                                                                                               | FINANCE CHARGE RATE (The dollar amount the credit will cost you) | AMOUNT FINANCED (The amount of credit provide to You or on your behalf) | TOTAL OF PAYMENTS (The amount You will have paid after You have made all payments as scheduled) | TOTAL SALE PRICE (The total cost of your purchase on credit including your down payment of |
| 0.00 %                                                                                                                                                                                                                          | 0.00 %                                                           | \$                                                                      | \$                                                                                              | \$ _____ )                                                                                 |
| Your payment schedule is:                                                                                                                                                                                                       |                                                                  |                                                                         |                                                                                                 |                                                                                            |
| Number of payments                                                                                                                                                                                                              | Amount of payments                                               | When payments are due                                                   |                                                                                                 |                                                                                            |
|                                                                                                                                                                                                                                 | \$                                                               | Beginning until paid in full                                            |                                                                                                 |                                                                                            |
| 0                                                                                                                                                                                                                               | \$ 0.00                                                          | N/A                                                                     |                                                                                                 |                                                                                            |
|                                                                                                                                                                                                                                 | \$                                                               |                                                                         |                                                                                                 |                                                                                            |
| PREPAYMENT: If You pay off early, You will not have to pay a penalty.                                                                                                                                                           |                                                                  |                                                                         |                                                                                                 |                                                                                            |
| ADDITIONAL INFORMATION: See your contract documents for information about nonpayment, default, the right to accelerate, and the requirement for payment in full before delivery of contracted goods and services by the Seller. |                                                                  |                                                                         |                                                                                                 |                                                                                            |

RIGHTS OF PURCHASER AND SELLER

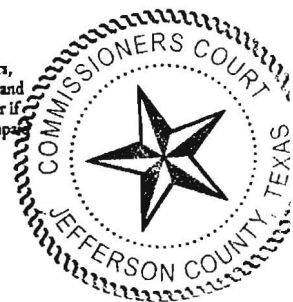
Buyer is entitled to and acknowledges receipt of a copy of this agreement and the Notice of Cancellation (on reverse side of contract) at the time Buyer(s) sign(s) this agreement. All parties have read and understand the terms and provisions of this agreement and all parties hereunder and when signed by the purchaser and signed by and accepted by an Executive Officer of "The Memorial Park" this agreement shall become effective and shall be binding on the parties hereto, their heirs, personal representatives and successors subject to the right of cancellation described hereafter. This agreement contains a complete agreement between the parties and no agent or representative has any authority to modify, add to or change the terms or conditions set forth herein. 1. Do not sign this contract before you read it or if it has any blank spaces. 2. You are entitled to an exact copy of the contract you sign. 3. Under the law you have the right, among others, to pay in advance the unpaid balance due under this contract and to obtain under certain conditions a partial refund of the Finance Charge.

I (We) have read this contract, including the back, and received a copy of the agreement IN WITNESS WHEREOF, the Buyer has executed

this 23rd day of October, 2023

Buyer [Signature] FSA \_\_\_\_\_

Issue Deed to Jefferson County Public Health Dept. Accepted By [Signature]



ATTEST [Signature]  
 DATE NOV 14 2023



# CLAYBAR

Haven of Rest Cemetery

US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT  
 INDIGENT BURIAL PROGRAM  
 #IFB 18-036/YS  
 October 23, 2023  
 10 Burial Space Purchase  
 2023-03-022

| <u>Garden</u> | <u>Lot</u> | <u>Block</u> | <u>Space #'s</u> | <u># of Spaces</u> |
|---------------|------------|--------------|------------------|--------------------|
| Serenity      | 61         | A            | 1,2              | 2                  |
| Serenity      | 61         | C            | 1,2,3,4          | 4                  |
| Serenity      | 62         | A            | 1,2,3,4          | 4                  |
|               |            |              |                  | 10                 |



12141 Wickchester Lane  
 Suite 200  
 Houston, TX 77079  
 TEL 713.491.8333  
 FAX 713.395.5486  
 www.GarverUSA.com

RFQ 16-013, JW  
 PO# 088155

September 29, 2023

Mr. Alex Rupp  
 Jack Brooks Regional Airport  
 5000 Jerry Ware Dr  
 Suite 100  
 Beaumont, TX 77705

Re: Jack Brooks Regional Airport  
 IFB 22-011/JW Taxiway A Rehabilitation  
 RPR Time Extension  
 RFQ 16-013 JW Amendment #7 Supplemental #1

Dear Alex:

As of the end of August Brizo had not completed the construction on time as anticipated in their schedule. The most recent schedule has construction extending into November/December 2023 time frame. That would put Brizo into liquidated damages of approximately ninety to one hundred calendar days. Based on the recent schedule we will need to extend the contract time for RPR services to cover the construction.

Attached is the proposed additional fee requested to extend DAVIKA's RPR services. This fee includes time from September through December of 2023. The current liquidated damages are estimated to be between \$135,000 and \$150,000 which would cover this additional request of \$118,000.

Please review and let me know if you have any questions.

Sincerely,

Jason Frank, P.E.  
 Sr. Project Manager  
 Garver

Attachments: RPR FEE



L:\2022\22A12501 - BPT - TW A Rehab CM Services\Correspondence\Outgoing\Contract Time\RPR Time Extension 2023-09-28.docm

ATTEST:

\_\_\_\_\_  
 Roxanne Acosta-Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

\_\_\_\_\_  
 Jeff R. Branick, County Judge

DATE: November 14, 2023

## Exhibit B

### Jefferson County Texas Txy A Rehab CM RPR Services

#### FEE SUMMARY

| <b>Title I Service</b>              | <b>Estimated Fees</b> |
|-------------------------------------|-----------------------|
| Rpr Services - Supplemental #1      | \$ 118,000.00         |
| <b>Subtotal for Title I Service</b> | <b>\$ 118,000.00</b>  |



**Exhibit B**

**Jefferson County Texas  
Txy A Rehab CM RPR Services**

**RPR SERVICES - Supplemental #1**

| WORK TASK DESCRIPTION                    | E-6       | E-4      | E-2      |
|------------------------------------------|-----------|----------|----------|
|                                          | hr        | hr       | hr       |
| <b>1. Project Administration</b>         |           |          |          |
| Accounting Administration                | 10        |          |          |
|                                          |           |          |          |
|                                          |           |          |          |
| <b>Subtotal - Project Administration</b> | <b>10</b> | <b>0</b> | <b>0</b> |

**Hours** **10** **0** **0**

**SUBTOTAL - SALARIES:** **\$3,970.00**

**DIRECT NON-LABOR EXPENSES**

|                                         |        |
|-----------------------------------------|--------|
| Document Printing/Reproduction/Assembly | \$0.00 |
| Postage/Freight/Courier                 | \$0.00 |
| Office Supplies/Equipment               | \$0.00 |
| Travel Costs                            | \$0.00 |

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$0.00**

**SUBTOTAL:** **\$3,970.00**

**SUBCONSULTANTS FEE:(DAVIKA DBE RPR SERVICE)** **\$114,030.00**

**TOTAL FEE:** **\$118,000.00**



March 15, 2017

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

Attn: Yea-Mei Sauer

Clarke is the exclusive supplier of Coco Bear. Clarke is the sole supplier and manufacturer of this product.

Please let us know if you have any questions.

Thank you,

Clarke Mosquito Control Products, Inc.  
675 Sidwell Court  
St. Charles, IL 60174

(12) **United States Patent**  
**Saunders et al.**

(10) **Patent No.:** **US 9,220,273 B2**  
(45) **Date of Patent:** **\*Dec. 29, 2015**

(54) **INSECTICIDAL COMPOSITIONS AND METHODS OF USING THE SAME**

(2013.01); *A01N 65/40* (2013.01); *C02F 1/68* (2013.01); *C02F 2103/007* (2013.01)

(71) Applicant: **Clarke Mosquito Control Products, Inc., St. Charles, IL (US)**

(58) **Field of Classification Search**  
CPC ..... *A61K 36/889*; *A61K 9/2036*  
USPC ..... *424/405, 725, 727*  
See application file for complete search history.

(72) Inventors: **Marie Elizabeth Saunders, Schaumburg, IL (US); Jonathan David Ostrowski, Chicago, IL (US); Michael Dean Willis, Elgin, IL (US); Darryl Ramoutar, St. Charles, IL (US); Joanna Maria Tyszko, Hanover Park, IL (US)**

(56) **References Cited**

**U.S. PATENT DOCUMENTS**

(73) Assignee: **Clarke Mosquito Control Products, Inc., St. Charles, IL (US)**

|              |     |         |                 |         |
|--------------|-----|---------|-----------------|---------|
| 3,222,201    | A   | 12/1965 | Boyle et al.    |         |
| 3,222,213    | A   | 12/1965 | Clark et al.    |         |
| 3,457,109    | A   | 7/1969  | Peist et al.    |         |
| 4,569,947    | A   | 2/1986  | Stockton et al. |         |
| 4,707,359    | A   | 11/1987 | McMullen        |         |
| 5,273,967    | A   | 12/1993 | Pittendrigh     |         |
| 6,512,012    | B1  | 1/2003  | Levy            |         |
| 6,872,736    | B1* | 3/2005  | Aven            | 514/359 |
| 7,807,717    | B2  | 10/2010 | Newman          |         |
| 2002/0107149 | A1* | 8/2002  | Volgas et al.   | 504/317 |
| 2009/0069183 | A1  | 3/2009  | Stringfellow    |         |

(\* ) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

This patent is subject to a terminal disclaimer.

**OTHER PUBLICATIONS**

(21) Appl. No.: **14/656,929**

Itaki et al., "Laboratory Evaluation of Traditionally made Coconut Oil as a Surface Larvicide for Malaria Vector Control," Contemporary PNG Studies: DWU Research Journal vol. 12, May 2010, 92-99.  
Foley et al., "Laboratory Evaluation of Methylated Coconut Oil as a Larvicide for Anopheles Farauti and Culex Annulirostris," Journal of the American Mosquito Control Association, 21(4):477-479, 2005.

(22) Filed: **Mar. 13, 2015**

(65) **Prior Publication Data**

US 2015/0181886 A1 Jul. 2, 2015

**Related U.S. Application Data**

(63) Continuation of application No. 13/220,458, filed on Aug. 29, 2011, now Pat. No. 8,980,341.

\* cited by examiner

*Primary Examiner* — Christopher R Tate

*Assistant Examiner* — Deborah Davis

(74) *Attorney, Agent, or Firm* — Michael Best & Friedrich LLP

(51) **Int. Cl.**

|                    |           |
|--------------------|-----------|
| <i>A61K 36/889</i> | (2006.01) |
| <i>A01N 59/00</i>  | (2006.01) |
| <i>A01N 61/02</i>  | (2006.01) |
| <i>A01N 25/00</i>  | (2006.01) |
| <i>A01N 31/14</i>  | (2006.01) |
| <i>A01N 65/40</i>  | (2009.01) |
| <i>C02F 1/68</i>   | (2006.01) |
| <i>C02F 103/00</i> | (2006.01) |

(57) **ABSTRACT**

Provided are mosquito larvicide compositions comprising a mineral oil and a methylated coconut oil. The compositions may further comprise a silicone and at least one surfactant. The compositions can kill mosquito larvae in swamps, flood-water areas, and other areas where mosquitoes develop. Further provided are methods for mosquito control. The methods may comprise coating the surface of a body of water.

(52) **U.S. Cl.**

CPC ..... *A01N 59/00* (2013.01); *A01N 25/00* (2013.01); *A01N 31/14* (2013.01); *A01N 61/02*

**17 Claims, No Drawings**

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## INSECTICIDAL COMPOSITIONS AND METHODS OF USING THE SAME

### CROSS-REFERENCE TO RELATED APPLICATIONS

This application is a continuation of and claims priority to co-pending U.S. patent application Ser. No. 13/220,458 filed Aug. 29, 2011, the entire content of which is incorporated herein by reference.

### FIELD

The disclosure relates to compositions and methods useful for insect control.

### BACKGROUND

Over one billion tons of pesticide products are used each year in the United States. Pesticides are an important component of pest management strategies in the public health industry. The Environmental Protection Agency (EPA) Office of Pesticide Programs registers and regulates pesticides as mandated by Federal Law. One of their mandates is to approve safer, reduced risk pesticides.

Currently there are many established methods for controlling the development of juvenile mosquito life stages, that is, both larvae and pupae, in the aquatic environment. One widely accepted procedure involves coating the surface of a body of water with a uniform film that acts to reduce the water's surface tension. This mode-of-action prevents larvae from accessing atmospheric oxygen, as their breathing siphons are inhibited from attaching to the surface of treated water and/or leading to a saturation of their tracheal systems; larval death occurs as a result of either drowning or suffocation. In addition, surface films may also impede adult mosquitoes from laying eggs.

Compositions that coat the surface of a body of water can kill mosquito larvae, that is, act as a larvicide. The compositions may also act as a larvicide without including any traditional pesticide. Because the mode of action is physical rather than chemical, mosquitoes cannot easily develop resistance.

U.S. Pat. No. 4,569,947 describes a method for controlling mosquitoes, which comprises coating the surface of a body of water containing immature forms of mosquitoes with an effective amount of one or more of a  $\beta$ -branched alkanol or a 1-3 mole alkoxyolate thereof.

U.S. Pat. No. 4,707,359 describes a composition for controlling the breeding of insects (particularly mosquitoes) that have aquatic breeding sites. The composition comprises two components. The first component is an insoluble monomolecular layer, an insoluble foam layer, or a duplex film layer. The second component comprises a mosquito larva toxin obtained during growth of bacterial cultures. The combination of the two components provides a synergistic mixture.

U.S. Pat. No. 5,273,967 describes a method for killing immature mosquitoes in a body of water comprising spreading on the surface of the body of water a particulate, solid carbohydrate compound. The compound is non-soluble in water. The compound is spread in a quantity sufficient to hydrate at the surface of the body of water and form a substantially unbroken, floating hydrated carbohydrate layer, thereby suffocating the mosquitoes in the body of water.

U.S. Pat. No. 6,512,012 describes a method of controlling the population of mosquitoes comprising applying a surface-active composition to an aquatic environment to form a film

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over water within that environment. The compositions comprise at least one C<sub>6</sub> to C<sub>11</sub> alcohol alkoxyolate.

U.S. Pat. No. 7,807,717 a method for the control of insects breeding on water surfaces. The methods consist essentially of blending in a high shear mixer the ester of a fatty acid of 10 to 25 carbon atoms, a low molecular weight alcohol, an emulsifying agent, a thickener, and water. The composition is applied to the surface of insect infested water and forms an oil film on the water.

Many types of insecticides have been used to kill mosquitoes and other insect pests. Nevertheless, many insecticides have disadvantages. Some are toxic to humans, are harmful to the environment, or have limited efficacy. Accordingly, there is a continuing need for environmentally friendly compounds having improved insecticidal properties, while being substantially non-toxic or only mildly toxic to humans.

For example, some insecticides include organic solvents, in particular, aromatic hydrocarbons, chlorinated hydrocarbons, aliphatic hydrocarbons or petroleum distillates, which in high concentrations can be hazardous to human health. As such, the replacement of a majority of an aliphatic hydrocarbon with an alternate oil is desirable.

### SUMMARY

In some aspects, provided are compositions comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone.

In other aspects, provided are methods for controlling insects, the methods comprising controlling the development of mosquitoes in aquatic breeding habitats with a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone.

In other aspects, provided are methods for mosquito control comprising administering a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone to a surface of a body of water. The compositions can form a coating on the surface of the water.

In other aspects, provided are methods for controlling mosquitoes, the methods comprising forming a surface film over a body of water with a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone.

Other aspects of the disclosure will become apparent by consideration of the detailed description.

### DETAILED DESCRIPTION

The disclosure broadly relates to insecticidal compositions and methods of using the same. The compositions and methods may be effective and selective in killing insects. In some aspects, the compositions comprise a mineral oil, a methylated coconut oil, at least one surfactant, and silicone. While individually these ingredients may not provide significant insecticidal activity, a combination of these ingredients provides a safe and efficacious insecticidal composition. The compositions described herein may be formulated for application or delivery to a surface and can form a uniform film or coating on the surface, such as the surface of a body of water. The compositions can reduce the surface tension of water and thereby prevent larvae from accessing the air and also inhibit adults from laying eggs.

#### Compositions

Compositions described herein may comprise a mineral oil, a methylated coconut oil, at least one surfactant, and silicone, which in combination provides enhanced insecticidal activity compared to a conventional surface film. It has unexpectedly been found that these components, when tested



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alone, do not provide any level of biological control, but when combined according to the present disclosure, provide an effective treatment for killing mosquito larvae without the use of a chemical toxicant.

"Mineral oil" as used herein relates to the commonly known product of the same name, which is a by-product of the distillation of petroleum (crude oil) to make gasoline, cosmetics, pharmaceuticals, and many other products. Synonymous names for mineral oil can include "paraffin oil" or "white mineral oil" among other common names. Mineral oil is available from any number of commercial distributors (e.g., Brenntag, Barton Solvents). Non-limiting examples of "mineral oil" include those identified by CAS registry numbers: 8012-95-1, 8020-83-5, 8042-47-5, 72623-84-8, 72623-86-0, 72623-87-1, 64741-88-4, 64741-89-5, 64742-54-7, 64742-55-8, 64742-56-9, and 64742-65-0. White mineral oil is typically transparent and colorless and comprises complex mixtures of long chain aliphatic compounds often ranging in size from C<sub>15</sub>-C<sub>40</sub>. It is also used in cosmetics, pharmaceuticals, suntan lotions, baby oils, bath oils, and as a base for ointments. Various grades of mineral oil may have a viscosity in the range of about 70 Saybolt Universal Seconds or SUS to 550 SUS at 40° C. Depending on the refining process and source of crude oil, mineral oils can also include paraffinic, naphthenic, and aromatic compounds in varying weight percentages.

The compositions may comprise mineral oil in an amount of at least about 1%, at least about 2%, at least about 3%, or at least about 5% by weight of the composition. The compositions may comprise mineral oil in an amount of less than about 20%, less than about 18%, less than about 16%, or less than about 15% by weight of the composition. The compositions may comprise mineral oil in an amount of about 1% to about 20%, about 2% to about 18%, about 3% to about 16%, or about 5% to about 10% by weight of the composition.

While the specifications for mineral oil used in the cosmetic and pharmaceutical industry are very well defined, these same specifications (that assessed quality) are not always helpful in defining a mineral oil that provides an efficacious composition in the surface treatment of mosquito larvae. A series of six different lots of mineral oil were analyzed in a blind study by three different laboratories and were determined to be "nearly identical." As shown in Example 2, however, these same lots produced significantly different levels of percent mortality when formulated with a surfactant (ethoxylated alkylphenol) and a dispersing agent (silicone).

The compositions described herein overcome mineral oil's variable efficacy in controlling mosquitoes. It was discovered that the inclusion of a coconut oil in the compositions reduces the variability in efficacy, as shown in Example 4. As further detailed in Example 12, compositions comprising methylated coconut as described herein are effective in controlling mosquitoes, regardless of which lot of mineral oil is used. Further, it was surprisingly discovered that addition of a methylated coconut oil significantly reduces the weight percent of mineral oil needed to maintain an efficacious treatment for mosquito control, as shown in Example 4.

The compositions described herein comprise methylated coconut oil, also referred to herein as a methyl ester of coconut oil. "Coconut oil" as used herein relates to the edible oil extracted from the kernel or meat of matured coconut harvested from the coconut palm (*Cocos nucifera*) and derivatives of these oils. Coconut oils include, but are not limited to, coconut oil, virgin coconut oil, refined coconut oil, and methyl esters of coconut oil. Commercial methyl esters such as methylated coconut oil (MCO) are made from naturally occurring edible fats and oils. The refined oil of these mol-

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ecules is converted to a methyl ester through esterification with methanol and a base catalyst. Methyl esters can be fractionated into various alkyl range cuts (light, mid, and heavy) by distillation. As they are used in a wide range of direct and indirect food applications, the safety of the methyl esters is recognized by the US EPA, the Flavor and Extract Manufacturers Association, and the U.S. Food and Drug Administration.

The compositions may comprise coconut oil in an amount of at least about 50%, at least about 60%, or at least about 70% by weight of the composition. The compositions may comprise coconut oil in an amount of less than about 99%, less than about 95%, or less than about 90% by weight of the composition. The compositions may comprise coconut oil in an amount of about 50% to about 99%, about 60% to about 95%, about 70% to about 90%, or about 75% to about 95% by weight of the composition.

For example, in some embodiments, compositions may comprise about 8-12% mineral oil and about 80-90% methylated coconut oil.

Compositions may further comprise silicone. Silicones may include, but are not limited to, polydimethylsiloxane (polymerized silicone), silicone emulsions, and modified silicones. They can be effective across a wide temperature range and can align functional groups across interfaces such as water/air and water/oil. A silicone may contribute to the spreading of the composition on a surface when used with a surfactant. This allows for a thinner and more uniform film of the composition to be applied to a surface. Silicone may act at the surface or water/air interface, and hence, silicone may be referred to as a surface active agent. Polymerized silicones such as polydimethylsiloxane are inert and non-reactive and therefore provide a level of safety when used in a composition.

The compositions may comprise silicone in an amount of at least about 0.1%, at least about 0.2%, or at least about 0.3% by weight of the composition. The compositions may comprise silicone in an amount of less than about 5.0%, less than about 4.0%, or less than about 3.0% by weight of the composition. The compositions may comprise silicone in an amount of about 0.1% to about 5.0%, about 0.2% to about 4.0%, or about 0.3% to about 3.0% by weight of the composition.

For example, in some embodiments, compositions may comprise about 8-12% mineral oil, about 80-90% methylated coconut oil, and about 0.2-0.4% polydimethylsiloxane.

Compositions may further comprise at least one surfactant. Surfactants may include, but are not limited to, nonionic surfactants, anionic surfactants, cationic surfactants, and amphoteric surfactants. In some suitable embodiments, the surfactant is a nonionic surfactant.

Examples of nonionic surfactants include, but are not limited to, amides, alkanolamides, amine oxides, block polymers, alkoxyated primary and secondary alcohols, alkoxyated alkylphenols, alkoxyated fatty esters, sorbitan derivatives, glycerol esters, propoxyated and alkoxyated fatty acids, alcohols, alkyl phenols, and glycol esters. For example, nonionic surfactants may include, but are not limited to, ethoxylated tridecyl alcohol, sorbitan monooleate, sorbitan monolaurate, and sorbitan monostearate.

Examples of anionic surfactants include, but are not limited to, sulfosuccinates and derivatives, sulfates of ethoxyated alcohols, sulfates of alcohols, sulfonates and sulfonic acid derivatives, sulfates and sulfonates of alkoxyated alkylphenols, phosphate esters, and polymeric surfactants. Suitably, anionic surfactants may include, but are not limited to, alkyl sulfates, ether sulfates, alkyl benzene sulfonates, alpha

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olefin sulfonates, diphenyloxide disulfonates, alkyl naphthalene sulfonates, sulfosuccinates, sulfosuccinamates, naphthalene-formaldehyde condensates, isethionates, N-methyl taurates, phosphate esters, and ether carboxylates.

Cationic surfactants may include amine surfactants, those containing non-quaternary nitrogen, those containing quaternary nitrogen bases, those containing non-nitrogenous bases and combinations of these surfactants. Such surfactants are disclosed in U.S. Pat. No. 3,457,109; U.S. Pat. No. 3,222,201; and U.S. Pat. No. 3,222,213, which are hereby fully incorporated by reference. Additional cationic surfactants may include ditallowalkyldimethyl (or diethyl or dihydroxyethyl) ammonium chloride, ditallowalkyldimethylammonium methyl sulfate, dihexadecylalkyl (C16) dimethyl (or diethyl, or dihydroxyethyl) ammonium chloride, dioctadecylalkyl (C18) dimethylammonium chloride, dieicosylalkyl (C20) dimethylammonium chloride, methyl (1) tallowalkyl amido ethyl (2) tallowalkyl imidazolium methyl sulfate (commercially available as Varisoft 475 from Ashland Chemical Company), or mixtures of those surfactants. Other cationic surfactants may include sulfonium, phosphonium, and mono- or tri-long-chain quaternary ammonium materials.

Amphoteric surfactants may include zwitterionic surfactants. Amphoteric surfactants may also include, but are not limited to, amphoteric imadazoline derivatives and fatty amine and fatty amine ethoxylate derivatives. Amphoteric imadazoline derivatives may include, but are limited to, amphodiacetates, amhoacetates, amhocarboxylates, amphopropionate, amphodipropionate, and hydroxypropyl sulfonate. Fatty amine and fatty amine ethoxylate derivatives may include, but are not limited to, betaines, alkyl betaine, sultaine, dihydroxyethyl glycinate, alkyl amidopropyl betaine, and aminopropionate.

The hydrophilic-lipophilic balance (HLB) system is a useful expression of the hydrophilic (polyhydric alcohol or ethylene oxide) and the lipophilic (fatty acid or fatty alcohol) characteristics of a surfactant molecule. On an arbitrary scale of 1-20 (assigned by Atlas Chemical in the 1940's), a low HLB is considered lipophilic or oil-soluble. A high HLB is considered hydrophilic or water-soluble. An HLB of 9-11 is considered to be intermediate. HLB can provide invaluable insight in the selection of an appropriate surfactant for the desired properties of the compositions.

The compositions may comprise surfactant in an amount of at least about 1%, at least about 2%, or at least about 10% by weight of the composition. The compositions may comprise surfactant in an amount of less than about 10%, less than about 8%, or less than about 6% by weight of the composition. The compositions may comprise surfactant in an amount of about 1% to about 10%, about 2% to about 8%, or about 3% to about 6% by weight of the composition.

For example, in some embodiments, compositions may comprise methylated coconut oil, white light mineral oil having a viscosity of about 50 to about 350 cSt and an average molecular weight of about 6800 g/mol, a nonionic surfactant, and polydimethylsiloxane. In some embodiments, the nonionic surfactant may comprise ethoxylated tridecyl alcohol.

In some embodiments, the compositions can include one or more carriers and/or diluents such as, for example, any solid or liquid carrier or diluent that is commonly used in pesticidal, agricultural, or horticultural compositions. Those skilled in the art will recognize that these components in a composition are typically referred to as "inert ingredients" and are regulated by the U.S. EPA. Suitably, any included additional carrier or diluent will not reduce the insecticidal efficacy of the composition, relative to the efficacy of the composition in the absence of the additional component.

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Carriers and diluents can include, for example, solvents (e.g., water, alcohols, petroleum distillates, acids, and esters); vegetable oil (including but not limited to methylated vegetable oil); and/or plant-based oils as well as ester derivatives thereof (e.g., wintergreen oil, cedarwood oil, rosemary oil, peppermint oil, geraniol, rose oil, palmarosa oil, citronella oil, citrus oils (e.g., lemon, lime, and orange), dillweed oil, corn oil, sesame oil, soybean oil, palm oil, vegetable oil, olive oil, peanut oil, and canola oil). The composition can include varying amounts of other components such as, for example, fatty acids and fatty acid esters of plant oils (e.g., methyl palmitate/oleate/linoleate), and other auxiliary ingredients such as, for example, emulsifiers, dispersants, stabilizers, suspending agents, penetrants, coloring agents/dyes, UV-absorbing agents, and fragrances, as necessary or desired. The compositions may comprise carrier or diluent in an amount of at least about 1%, at least about 2%, or at least about 5% by weight of the composition. The compositions may comprise carrier or diluent in an amount of less than about 30%, less than about 25%, or less than about 20% by weight of the composition. The compositions may comprise carrier or diluent in an amount of about 1% to about 30%, about 2% to about 25%, or about 5% to about 20% by weight of the composition. Components other than mineral oil and coconut oil can be included in the compositions in any amount as long as the composition provides some amount of insecticidal efficacy.

#### Method of Making Compositions

The compositions can be generally prepared by any appropriate manufacturing processes and using any appropriate manufacturing equipment such as is known in the art. Suitably, the compositions can be prepared by combining the various components in an appropriate vessel (considering vessel size, amount of composition to be made and reactivity of components) with mixing (e.g., stirring) until a uniform or homogeneous composition is achieved. The various composition components can be added sequentially with stirring between each addition to ensure dissolution and/or dispersion of the previous component. This may be followed by addition of one or more additional components (e.g., solvents, diluents, and carriers) with stirring to provide a homogeneous composition.

Embodiments provide for the compositions manufactured as formulations that are useful for mosquito control. In some embodiments, the composition may be formulated for administration, application, or delivery to a surface of a body of water. Suitably, the composition can be formulated as a spray.

#### Methods

In other aspects, methods for mosquito control are provided. In some embodiments, methods may comprise contacting a mosquito with an effective amount of a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicon, as described above.

Contacting may include contacting an insect directly or indirectly. For example, compositions described herein may be applied to a surface and an insect may subsequently or concurrently contact the surface and the composition. In some embodiments, compositions may be applied to a surface. In some embodiments, compositions may form a coating or film on a surface. In some embodiments, methods comprise forming a coating or film on a surface. The compositions can reduce the water's surface tension. The compositions may cause mosquito larvae to suffocate or drown. The compositions may prevent adult mosquitoes from laying eggs.

Surfaces may include, but are not limited to, surfaces of liquid such as bodies of water or other aquatic mosquito breeding sites. Examples of bodies of water and application

sites include, without limitation, salt marshes, freshwater aquatic environments, storm water drainage areas, sewers and catch basins, woodland pools, snow pools, roadside ditches, retention ponds, freshwater dredge spoils, tire tracks, rock holes, pot holes, and similar areas subject to holding water; natural and manmade aquatic sites, fish ponds, ornamental ponds, fountains, and other artificial water-holding containers or tanks; flooded crypts, transformer vaults, abandoned swimming pools, construction, and other natural or manmade depressions; stream eddies, creek edges, detention ponds, freshwater swamps and marshes including mixed hardwood swamps, cattail marshes, common reed wetlands, water hyacinth ponds, and similar freshwater areas with emergent vegetation; brackish water swamps, marshes, and intertidal areas; sewage effluent, sewers, sewage lagoons, cesspools, oxidation ponds, septic ditches, and septic tanks; animal waste lagoons, settling ponds, livestock runoff lagoons, and wastewater impoundments associated with fruit and vegetable processing; and similar areas. Other examples include, without limitation, dormant rice fields (for application during the interval between harvest and preparation of the field for the next cropping cycle), standing water within pastures/hay fields, rangeland, orchards, and citrus groves where mosquito breeding occurs.

"Mosquito" is understood to refer to any specie of the ~3,500 species of the insect that is commonly associated with and given the common name "mosquito." Mosquitoes span 41 insect genera, including the non-limiting examples of *Aedes*, *Culex*, *Anopheles* (carrier of malaria), *Coquillettidia*, and *Ochlerotatus*. In embodiments described herein, a mosquito can refer to an adult mosquito or a larval mosquito, or both. Thus, some embodiments encompass methods or compositions wherein the insecticidal activity is as a mosquito "adulticide" or alternatively a mosquito "larvicide." Suitably, the compositions and methods described herein function as larvicides.

In some embodiments, the methods described herein can comprise any known route, apparatus, and/or mechanism for the delivery or application of the compositions and formulations. In some embodiments, the method comprises a sprayer. In some embodiments, compositions described herein may be applied at rates of about three gallons to about ten gallons per acre, depending on insect population densities. Traditional pesticide sprayers in the pest control markets are typically operated manually or electrically or are gas-controlled and use maximum pressures ranging from 15 to 500 psi generating flow rates from 1 gpm to 40 gpm.

For a composition to be registered and marketed as a "pesticide" within the United States for some uses (e.g. public health and pest control in residential structures), the U.S. EPA requires that a composition provide a minimum 95% insect mortality rate. In some embodiments, the composition is applied in an amount effective to kill at least about 95% of the contacted mosquito population. In some embodiments, the compositions provided herein have some degree of insecticidal activity, while not necessarily meeting the EPA requirements for an insecticide for certain uses. That is, certain compositions are still considered effective if less than about 95% of the contacted mosquito population is killed, as required by the EPA. In some embodiments, the composition is applied in an amount effective to kill at least about 90%, or less than about 95%, of the contacted mosquito population.

The use of the terms "a" and "an" and "the" and similar referents in the context of describing the invention are to be construed to cover both the singular and the plural, unless otherwise indicated herein or clearly contradicted by context. The terms "comprising," "having," "including," and "con-

taining" are to be construed as open-ended terms (i.e., meaning "including but not limited to") unless otherwise noted. All methods described herein can be performed in any suitable order unless otherwise indicated herein or otherwise clearly contradicted by context. The use of any and all examples, or exemplary language (e.g., "such as") provided herein, is intended merely to illustrate aspects and embodiments of the disclosure and does not limit the scope of the claims.

## EXAMPLES

### Reference Example 1

#### Materials and Methods

##### Reagents.

Mineral oil was supplied by Brenntag Great Lakes, LLC (Wauwatosa, Wis.), Barton Solvents (Des Moines, Iowa), and Price Tech Group (Channahon, Ill.). Diluents were supplied by Stepan Company (Chicago, Ill.), Cognis Corporation (Ambler, Pa.), and Procter & Gamble Chemicals (Cincinnati, Ohio). Surface active agents were supplied by Akzo Nobel Surfactants (Chicago, Ill.), Stepan Company (Chicago, Ill.), Harcros Chemicals, Inc. (Joliet, Ill.), Huntsman Corporation (The Woodlands, Tex.), Croda Inc. (Edison, N.J.), and Dow Chemical (Midland, Mich.).

##### Laboratory Bioassay Method.

All larvae were reared on a diet of ground TETRAMIN® fish food (Tetra, Blacksburg, Va.) in an insectary maintained at 30° C. and 45% relative humidity (RH). Mainly third instars of *Aedes aegypti* were used for the laboratory container experiments. *Anopheles quadrimaculatus* and *Culex quinquefasciatus* were also tested where indicated.

Laboratory bioassays were conducted in 37.15" (l)×63.5" (w)×14.3" (d) plastic larval trays (laboratory containers). Each tray was filled with 27 liters of de-chlorinated water and received 50 healthy third instar larvae. The temperature of the water during most of the studies was 21° C. Additional testing was done at a water temperature of 15.6° C. and 28° C. Treatments were applied at a rate of 3 gal/acre or 663 µL/tray with an Eppendorf pipette. During the experimental period larvae were fed ground TETRAMIN® fish food (Tetra, Blacksburg, Va.) that was blended with water before introduction into the water of the larval tray to prevent flotation and thus interference with the surface film being tested.

Trays were scored for mortality at 1, 2, 4, 24, 48, and 72 hours following treatment introduction. At each time period the numbers of live and dead larvae were counted. Larvae were considered dead if they showed no movement including swimming/wriggling or filter feeding. Each treatment in the study was replicated three times using separate trays for each replication. A 95% mortality rate was considered acceptable for a commercial product.

The following calculations were made for testing a liquid larvicide in the laboratory at a field application rate of 3 gallons/acre:

$$3 \text{ gal/acre} \times 3.785 \text{ liters/gal} = 11.355 \text{ liters/acre}$$

$$11.355 \text{ liters/acre} \times 1000 \text{ mL/liter} = 11,355 \text{ mL/acre}$$

$$\frac{11,355 \text{ mL/acre}}{43,560 \text{ ft}^2/\text{acre}} = 0.26067 \text{ mL/ft}^2$$

$$\text{length} \times \text{width} = 25' \times 14.64' = 366.25 \text{ in}^2$$

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$$\frac{366.25 \text{ in}^2}{144 \text{ in}^2/\text{ft}^2} = 2.543 \text{ ft}^2$$

2.543 ft<sup>2</sup> × 0.26067 mL/ft<sup>2</sup> = 0.663 mL/tray = 663 μL/tray of liquid larvicide

## Example 2

## Compositions Containing Six Different Lots of Mineral Oil

A 50.00 g sample of liquid larvicide was prepared by adding 49.37 g (98.75% wt) white mineral oil, 0.48 g (0.95% wt) of a 4-mole ethoxylated nonylphenol (WITCONOL™ NP 40, Akzo Nobel Surfactants, Chicago, Ill.), and 0.15 g (0.30% wt) silicone oil to a 6 oz glass jar. The sample was mixed with an overhead stirrer at medium speed for 15 min. All samples were prepared with different lots of mineral oil and the same lot of the nonylphenol and silicone oil. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 1

| Comparative bioassay of six different lots of mineral oil on 3 <sup>rd</sup> instar <i>Aedes aegypti</i> at 21° C. |        |        |        |  |
|--------------------------------------------------------------------------------------------------------------------|--------|--------|--------|--|
| % MORTALITY                                                                                                        |        |        |        |  |
| MINERAL OIL                                                                                                        | 24 HAT | 48 HAT | 72 HAT |  |
| Sample 1                                                                                                           | 100    | 100    | 100    |  |
| Sample 2                                                                                                           | 10     | 33     | 47     |  |
| Sample 3                                                                                                           | 31     | 82     | 84     |  |
| Sample 4                                                                                                           | 6      | 35     | 50     |  |
| Sample 5                                                                                                           | 59     | 93     | 96     |  |
| Sample 6                                                                                                           | 37     | 81     | 87     |  |

\* HAT = Hours After Treatment (hours after liquid larvicide (treatment) is applied to the surface of the water).

According to the results shown in Table 1, the compositions were effective in controlling *Aedes aegypti* mosquitoes at 21° C., but with variable efficacy.

## Example 3

## Compositions Having Varying HLB Numbers

Surfactants with different HLB numbers were tested in an effort to reduce the variable efficacy of the compositions demonstrated in Example 2.

Consistent with the compositions tested in Example 2, a 50.00 g sample of liquid larvicide was prepared by adding 49.37 g (98.75%) of white mineral oil, 0.48 g (0.95%) of an ethoxylated nonylphenol (WITCONOL™ NP Series, Akzo Nobel Surfactants, Chicago, Ill.), and 0.15 g (0.30%) silicone oil to a 6 oz glass jar. The sample was mixed with an overhead stirrer at medium speed for 15 min. All samples were prepared with one lot of mineral oil, one lot of silicone oil, and an ethoxylated nonylphenol from the WITCONOL™ Series of surfactants with an increasing HLB number. In addition to the screening of each WITCONOL™ surfactant as illustrated in Table 2, a second series of blends of WITCONOL™ surfactants was also tested for biological activity, as shown in Table 3. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

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TABLE 2

| Comparative Bioassay of Six WITCONOL™ NP Series Surfactants on 3 <sup>rd</sup> instar <i>Aedes aegypti</i> at 21° C. |              |      |             |        |        |
|----------------------------------------------------------------------------------------------------------------------|--------------|------|-------------|--------|--------|
| Composition                                                                                                          | Witconol No. | HLB  | % Mortality |        |        |
|                                                                                                                      |              |      | 24 HAT      | 48 HAT | 72 HAT |
| Sample 7                                                                                                             | NP 15        | 4.6  | 3           | 18     | 47     |
| Sample 8                                                                                                             | NP 20        | 6.9  | 0           | 5      | 21     |
| Sample 9                                                                                                             | NP 40        | 8.9  | 1           | 31     | 53     |
| Sample 10                                                                                                            | NP 60        | 10.9 | 1           | 11     | 27     |
| Sample 11                                                                                                            | NP 90        | 13.0 | 1           | 8      | 16     |
| Sample 12                                                                                                            | NP 100       | 13.1 | 3           | 13     | 31     |

TABLE 3

| Comparative Bioassay of Six WITCONOL™ NP Series Blends of Surfactants on 3 <sup>rd</sup> instar <i>Aedes aegypti</i> at 21° C. |                             |                  |             |        |        |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------|-------------|--------|--------|
| Composition                                                                                                                    | WITCONOL™ No. Blend (50/50) | HLB (calculated) | % Mortality |        |        |
|                                                                                                                                |                             |                  | 24 HAT      | 48 HAT | 72 HAT |
| Sample 13                                                                                                                      | NP 15/20                    | 5.7              | 0           | 12     | 29     |
| Sample 14                                                                                                                      | NP 20/40                    | 7.9              | 2           | 7      | 27     |
| Sample 15                                                                                                                      | NP 15/90                    | 8.8              | 5           | 27     | 42     |
| Sample 16                                                                                                                      | NP 40/60                    | 9.9              | 1           | 9      | 17     |
| Sample 17                                                                                                                      | NP 40/90                    | 10.9             | 0           | 15     | 42     |
| Sample 18                                                                                                                      | NP 40/100                   | 11.0             | 0           | 24     | 44     |
| Sample 19                                                                                                                      | NP 60/90                    | 11.9             | 3           | 11     | 21     |
| Sample 20                                                                                                                      | NP 60/100                   | 12.0             | 0           | 7      | 44     |
| Sample 21                                                                                                                      | NP 90/100                   | 13.1             | 0           | 7      | 20     |

As shown in Tables 2 and 3, changing the surfactant (increasing the HLB number) to make the blend less lipophilic did not produce an efficacious composition. It was determined that this class of surfactants (alkyl nonylphenols) would not provide the 95% mortality as required by the EPA. After screening a number of different nonionic surfactant chemistries, it was further determined that a change in surfactant would not alter the composition enough to overcome the variation in efficacy.

## Example 4

## Compositions Containing Methylated Coconut Oil (MCO)

Methylated coconut oil (MCO) was tested as a diluent/ cosolvent for mineral oil in the compositions in the examples above. As an alternative to conventional chemistries, essential oils such as MCO are "natural" or derived from plants, and they can advantageously provide a level of safety both to humans and to the environment. It was determined that MCO was soluble in all components of the initial composition and could provide added benefits (both safety and efficacy) when mixed with mineral oil, a surfactant, and silicone oil.

A series of samples was prepared as set forth in Example 2 with 0.95% WITCONOL™ NP-40 (Akzo Nobel Surfactants, Chicago, Ill.) and 0.30% silicone oil, with varying amounts of mineral oil and MCO (STEPAN® C-42, Stepan Company, Chicago, Ill.) as indicated in Table 4. In all samples, the amount of WITCONOL™ surfactant and silicone oil was held constant. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).



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TABLE 4

| Composition | Comparative Bioassay of Mineral Oil/MCO/silicone oil on 3 <sup>rd</sup> instar <i>Aedes aegypti</i> at 21° C. |          |             |        |        |
|-------------|---------------------------------------------------------------------------------------------------------------|----------|-------------|--------|--------|
|             | Wt % Mineral oil                                                                                              | Wt % MCO | % Mortality |        |        |
|             |                                                                                                               |          | 24 HAT      | 48 HAT | 72 HAT |
| Sample 22   | 50.00                                                                                                         | 48.75    | 9           | 25     | 63     |
| Sample 23   | 25.00                                                                                                         | 73.75    | 19          | 73     | 93     |
| Sample 24   | 12.50                                                                                                         | 86.25    | 63          | 90     | 97     |
| Sample 25   | 10.00                                                                                                         | 88.75    | 83          | 97     | 100    |
| Sample 26   | 5.00                                                                                                          | 93.75    | 91          | 98     | 100    |
| Sample 27   | 2.50                                                                                                          | 96.25    | 84          | 95     | 97     |
| Sample 28   | 1.00                                                                                                          | 97.75    | 88          | 99     | 99     |

It was surprisingly found that the addition of a methylated coconut oil to the composition provided a consistent level of insect control when applied to the surface of a body of water. Additionally, the amount of mineral oil could be reduced to a range of from about 5% to 10% and still maintain an efficacious treatment.

## Example 5

## Compositions Evaluating the Effects of Various Surfactant Types

A series of screening bioassays was initiated to find the optimum surfactant for the mineral oil/MCO/silicone oil blend in Example 4 and to also replace the nonylphenol surfactant. The replacement of the nonylphenol surfactant would have human health and environmental benefits. Replacing the nonylphenol surfactant would be additionally advantageous because it has been banned in the European Union since May 2005 and is under review by the U.S. EPA.

Consistent with Example 2, a series of 50.00 g samples was prepared to evaluate the effectiveness of a group of surfactants to replace the nonylphenol surfactant (WITCONOL™ NP Series, Akzo Nobel Surfactants, Chicago, Ill.). Each sample contained 10.00% mineral oil, 88.75% MCO, 0.30% silicone oil, and 0.95% of the selected surfactant, as shown in Table 5. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 5

| Composition | Surfactant Types             | Comparative bioassay of surfactant types in a composition on 3 <sup>rd</sup> instar <i>Aedes aegypti</i> at 21° C. |             |        |        |
|-------------|------------------------------|--------------------------------------------------------------------------------------------------------------------|-------------|--------|--------|
|             |                              | HLB                                                                                                                | % Mortality |        |        |
|             |                              |                                                                                                                    | 24 HAT      | 48 HAT | 72 HAT |
| Sample 29   | sorbitan trioleate           | 1.8                                                                                                                | 49          | 86     | 91     |
| Sample 30   | sorbitan monooleate          | 4.3                                                                                                                | 81          | 100    | 100    |
| Sample 31   | sorbitan monolaurate         | 8.6                                                                                                                | 83          | 99     | 99     |
| Sample 32   | sorbitan trioleate           | 11.0                                                                                                               | 21          | 71     | 83     |
| Sample 33   | ethoxylated vegetable oil    | 12.0                                                                                                               | 6           | 36     | 59     |
| Sample 34   | ethoxylated tridecyl alcohol | 12.8                                                                                                               | 75          | 97     | 98     |
| Sample 35   | sorbitan monostearate        | 14.9                                                                                                               | 66          | 93     | 99     |
| Sample 36   | sorbitan monooleate          | 15.0                                                                                                               | 75          | 95     | 99     |
| Sample 37   | sorbitan monolaurate         | 16.7                                                                                                               | 40          | 91     | 100    |

The ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.) proved to be the most versatile surfactant in this series due to its ability to work over a wide range of temperature, pH, and water hardness (data not shown) and therefore was chosen as the preferred surfactant.

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Example 6

## Comparative Bioassay of Varying Levels of Ethoxylated Tridecyl Alcohol

A series of 50.00 g samples was prepared according to Example 2, with varying amounts of ethoxylated tridecyl alcohol surfactant. The amount of mineral oil was maintained at 10.00%, and the amount of silicone oil was maintained at 0.30% in each of the sample preparations. The weight % of the MCO was adjusted accordingly to the weight % of ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.) to give a 100% composition, as shown in Table 6. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 6

| Composition | Comparative bioassay of level of ethoxylated tridecyl alcohol in a composition on 3 <sup>rd</sup> instar <i>Aedes aegypti</i> at 21° C. |                      |             |        |        |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------|--------|--------|
|             | Wt % MCO                                                                                                                                | Wt % SURFONIC® TDA-8 | % Mortality |        |        |
|             |                                                                                                                                         |                      | 24 HAT      | 48 HAT | 72 HAT |
| Sample 38   | 88.20                                                                                                                                   | 1.50                 | 83          | 97     | 100    |
| Sample 39   | 87.70                                                                                                                                   | 2.00                 | 81          | 96     | 100    |
| Sample 40   | 85.70                                                                                                                                   | 4.00                 | 89          | 97     | 100    |
| Sample 41   | 84.70                                                                                                                                   | 5.00                 | 83          | 98     | 100    |

A 4% level of ethoxylated tridecyl alcohol was determined to be the most efficacious and economical treatment in this study, as exemplified by Sample 40 at 10.00% mineral oil, 85.70% MCO, 4.00% SURFONIC® TDA-8, and 0.30% silicone oil.

## Example 7

## Evaluation of Sample 40 at Varying Temperatures

When applying a liquid larvicide to shallow aquatic breeding sites, typical water temperatures may range from 60° F. to 80° F. Therefore, Sample 40 (Example 6) was tested at three water temperatures at a field rate of 3 gallons per acre as described in the Laboratory Bioassay Method (Reference Example 1).

Using a chilled water bath, Sample 40 was tested at a water temperature of 15.6° C. (60° F.). Only one replication (50 larvae) was tested, and the mortality was 86% at 24 hours, 96% at 48 hours, and 98% at 72 hours. Sample 40 was tested in three replicates of 50 larvae each (total 150) at 21° C. (70° F.), and the mean mortality was 74% at 24 hours, 96% at 48 hours, and 99.33% at 72 hours. Using an elevated temperature water bath, Sample 40 was tested in one replicate (50 larvae) at a water temperature of 27° C. (80° F.), and the mortality was 72% at 24 hours, 98% at 48 hours, and 98% at 72 hours. The % mortality of the composition was acceptable throughout a range of water temperatures that may be encountered when applying the liquid larvicide at a commercial application rate of 3 gallons/acre.

## Example 8

Evaluation of Sample 42 on *Aedes aegypti*, *Anopheles quadrimaculatus*, and *Culex quinquefasciatus*

In addition to being able to provide an efficacious treatment over a range of water temperatures, a composition was tested

for efficacy in controlling other genera of mosquito larvae. There are 41 genera of mosquitoes containing approximately 3500 species, with some of the most common being *Aedes*, *Culex*, and *Anopheles*. These larvae were tested in the laboratory using a composition similar to Sample 40, but with the substitution of a higher molecular weight silicone oil (>6800 g/mole). While the viscosity of the silicone oil increased from 50 cSt to 350 cSt, this did not affect the physical or biological performance of the composition. The higher molecular weight silicone oil had the added advantage of being U.S. EPA compliant under 40 CFR 180.960 (polymer exempt from the requirement of a tolerance on growing crops pre and post harvest). This is a significant advantage for the applicator of a surface oil for the control of mosquito larvae, particularly when spraying in close proximity to growing crops.

The weight % of each component remained the same. A 50.00 g sample was prepared as in Example 2 using 10.0% mineral oil, 85.7% methylated coconut oil (STEPAN® C-42, Stepan Company, Chicago, Ill.), 4.0% ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.), and 0.3% polydimethylsiloxane polymer (XIAMETER® PMX-200 Fluid, either 350 cSt or 50 cSt from Dow Chemical, Midland, Mich.). The sample was referred to as Sample 42 and was tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 7

| Comparative bioassay of Sample 42 at 21° C. |                                  |             |        |        |  |
|---------------------------------------------|----------------------------------|-------------|--------|--------|--|
| Composition                                 | Larvae                           | % MORTALITY |        |        |  |
|                                             |                                  | 24 HAT      | 48 HAT | 72 HAT |  |
| Sample 42                                   | <i>Aedes aegypti</i>             | 76          | 84     | 90     |  |
| Sample 42                                   | <i>Anopheles quadrimaculatus</i> | 90          | 98     | 100    |  |
| Sample 42                                   | <i>Culex quinquefasciatus</i>    | 100         | 100    | 100    |  |

Sample 42 was determined to be excellent in controlling *Culex quinquefasciatus* as well as providing an efficacious treatment for *Aedes aegypti* and *Anopheles quadrimaculatus*. No differences in efficacy were observed as a result of the substitution of the low molecular weight silicone oil.

## Example 9

## Evaluation of Various Suppliers and Fractions of MCO

A 50.00 g sample of each of the candidate methyl esters of coconut oil (85.7%) was prepared with 10.00% mineral oil, 4.0% ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.), and silicone oil at 0.3% (polydimethylsiloxane polymer, XIAMETER® PMX-200 Fluid, from Dow Chemical, Midland, Mich.). Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 8

| Comparative efficacy of compositions containing methyl esters of coconut oil provided by various suppliers at 21° C. |             |        |             |        |        |
|----------------------------------------------------------------------------------------------------------------------|-------------|--------|-------------|--------|--------|
| Composition                                                                                                          | MCO         | Type * | % Mortality |        |        |
|                                                                                                                      |             |        | 24 HAT      | 48 HAT | 72 HAT |
| Sample 43                                                                                                            | P&G CE-810  | C8-C10 | 10          | 39     | 63     |
| Sample 44                                                                                                            | P&G CE-1095 | C8-C10 | 39          | 70     | 77     |

TABLE 8-continued

| Comparative efficacy of compositions containing methyl esters of coconut oil provided by various suppliers at 21° C. |                   |         |             |        |        |
|----------------------------------------------------------------------------------------------------------------------|-------------------|---------|-------------|--------|--------|
| Composition                                                                                                          | MCO               | Type *  | % Mortality |        |        |
|                                                                                                                      |                   |         | 24 HAT      | 48 HAT | 72 HAT |
| Sample 45                                                                                                            | STEPAN® C-42      | C12-C14 | 87          | 100    | 100    |
| Sample 46                                                                                                            | P&G CE-1270       | C12-C14 | 81          | 97     | 100    |
| Sample 47                                                                                                            | P&G CE-1295       | C12-C14 | 93          | 99     | 100    |
| Sample 48                                                                                                            | Aquique ME 1270-U | C12-C14 | 89          | 98     | 100    |
| Sample 49                                                                                                            | STEPAN® C-65      | C16-C18 | 41          | 85     | 97     |
| Sample 50                                                                                                            | P&G CE-1618       | C16-C18 | 96          | 100    | 100    |

\* The methyl esters are fractionated for different end use applications: C<sub>8</sub>-C<sub>10</sub> would be considered a light cut; C<sub>12</sub>-C<sub>14</sub> would be considered a mid cut; and C<sub>16</sub>-C<sub>18</sub> would be considered a heavy cut.

## Example 10

## Freeze-Thaw Cycle Test

A 10.0 g sample of Sample 42 (Example 8) was weighed into a 25 mL glass vial and placed in a freezer for 16 hours at 0° C. The sample was removed from the freezer and allowed to sit at room temperature for 8 hours. Observations were reported, the sample was placed back in the freezer, and this cycle of freezing and thawing was repeated for a total of 3 cycles. The composition showed no signs of crystallization after 3 freeze thaw cycles.

## Example 11

## Evaluation of Each Component in Sample 42

The individual components of Sample 42 (Example 8) were tested for activity against mosquitoes. No sample preparation was required because each component was tested neat ("as is"). Testing was done using the Laboratory Bioassay Method (Reference Example 1).

TABLE 9

| Comparative bioassay of the components in Sample 42 on 3 <sup>rd</sup> instar <i>Aedes aegypti</i> at 21° C. |        |             |        |        |
|--------------------------------------------------------------------------------------------------------------|--------|-------------|--------|--------|
| Component                                                                                                    | Rate   | % MORTALITY |        |        |
|                                                                                                              |        | 24 HAT      | 48 HAT | 72 HAT |
| Mineral oil                                                                                                  | 663 µL | 0           | 0      | 1      |
| MCO (STEPAN® C-42)                                                                                           | 663 µL | 7           | 7      | 9      |
| ethoxylated tridecyl alcohol (SURFONIC® TDA-8)                                                               | 663 µL | 17          | 20     | 25     |
| polydimethylsiloxane polymer (XIAMETER® PMX-200 Fluid, 350 cSt)                                              | 663 µL | 2           | 3      | 24     |

Separately, each component in Sample 42 when tested at a field application rate of 3 gallons/acre (663 µL per tray) exhibited very low biological activity. When combined in an optimum ratio as defined in Sample 42 (Example 8), however, the components provided an efficacious treatment across a range of water temperatures and common mosquito larvae.

## Example 12

## Evaluation of Methylated Coconut Oil with Four Different Lots of Mineral Oil

Four samples (50.00 g each) of Sample 42 (Example 8) was prepared containing (85.7%) methylated coconut oil

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(STEPAN® C-42, Stepan Company, Chicago, Ill.) with 10.0% mineral oil (various suppliers), 4.0% ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.), and silicone oil at 0.3% (polydimethylsiloxane polymer, XIAMETER® PMX-200 Fluid, 350 cSt, from Dow Chemical, Midland, Mich.). Each sample contained a different lot of mineral oil. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 10

| Comparative bioassay of 4 different lots of mineral oil on 3 <sup>rd</sup> instar <i>Aedes aegypti</i> at 21° C. |             |        |        |
|------------------------------------------------------------------------------------------------------------------|-------------|--------|--------|
| Variable                                                                                                         | % MORTALITY |        |        |
|                                                                                                                  | 24 HAT      | 48 HAT | 72 HAT |
| Mineral oil A                                                                                                    | 89          | 97     | 100    |
| Mineral oil B                                                                                                    | 87          | 100    | 100    |
| Mineral oil C                                                                                                    | 96          | 96     | 100    |
| Mineral oil D                                                                                                    | 93          | 100    | 100    |

When compared to the results in Table 1, the percent mortality is consistent across four different lots of mineral oil. The compositions provide >95% mortality within 48 hours after treatment (HAT), independent of the lot of mineral oil used.

## Example 13

## Field Study

The efficacy of Sample 42 (Example 8) was examined with a larval bioassay. *Aedes aegypti* and *Culex quinquefasciatus* 3<sup>rd</sup> instar were exposed to Sample 42 at a rate of 2.39 mL/pool (equivalent to 3 gal/acre). Experiments were conducted in PVC pools (41 inch diameter, 5 inches deep) filled with approximately three inches of well water. Treatments included Sample 42 and an untreated control with four replicates.

## Materials and Methods.

Experiments were conducted under field conditions with water temperatures of 69-73.9° F. and ambient air temperatures ranging from 57.3° F. at night to 82.3° F. during the day at the Clarke Technical field research site in Bronson, Fla. Only a trace of rain was recorded during the trial. The mosquito species and life stage studied was *Aedes aegypti* and *Culex quinquefasciatus* 3<sup>rd</sup> instars obtained from the Clarke insectary. All larvae were visually inspected to document instar and species.

Experiments were conducted in PVC pools (41 inches in diameter and 5 inches deep) filled with three inches of well water. All pools were allowed to acclimate for 24 hours before testing. Sample 42 was applied at a rate of 2.39 mL to each treatment pool following the introduction of the larvae.

The larval challenge set consisted of 20 *Aedes aegypti* and 20 *Culex quinquefasciatus* healthy 3<sup>rd</sup> instar larvae and were allowed to free range throughout the pool. Pools were scored for mortality at 24 hours and 48 hours post larval introduction. Dead larvae were removed from each pool at each scoring period. Larvae were considered dead if they exhibited no movement including swimming, wriggling or filter feeding.

Larvae used for this study were reared on a diet of ground TETRAMIN® fish food (Tetra, Blacksburg, Va.). All larvae were reared at 28-30° C., 44-48% RH, and 12/12 light/dark photoperiod in the Clarke insectary. All larvae were visually inspected for accuracy of age and species identification.

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## RESULTS AND CONCLUSIONS

The summary data for the comparison is reported in Tables 11 and 12. This field study demonstrated that Sample 42 resulted in 90% insect mortality at 24 hours after treatment and 100% mortality after 48 hours after treatment at a commercial application rate of 3 gal/acre. A second comparison was not required because the first comparison demonstrated 100% mortality after 48 hours.

TABLE 11

| <i>Aedes aegypti</i> and <i>Culex quinquefasciatus</i> 24 hour summary data for Sample 42 pool efficacy trial. |                   |                                  |             |
|----------------------------------------------------------------------------------------------------------------|-------------------|----------------------------------|-------------|
| Challenge Set                                                                                                  | Treatment         | Mean Mortality (SE) <sup>1</sup> | % Mortality |
| 1                                                                                                              | Sample 42         | 36.0 (0.913) <sup>a</sup>        | 90.00       |
| 1                                                                                                              | Untreated Control | 0.5 (0.5) <sup>b</sup>           | 1.25        |

<sup>1</sup>Means followed by the same letter are not significantly different P < 0.005; mean separation by LSD ( $\alpha = 0.05$ ), within each challenge set.

TABLE 12

| <i>Aedes aegypti</i> and <i>Culex quinquefasciatus</i> 48 hour summary data for Sample 42 pool efficacy trial. |                   |                                  |             |
|----------------------------------------------------------------------------------------------------------------|-------------------|----------------------------------|-------------|
| Challenge Set                                                                                                  | Treatment         | Mean Mortality (SE) <sup>1</sup> | % Mortality |
| 1                                                                                                              | Sample 42         | 40.0 (0.00) <sup>c</sup>         | 100.00      |
| 1                                                                                                              | Untreated Control | 1.75 (0.75) <sup>d</sup>         | 4.38        |

<sup>1</sup>Means followed by the same letter are not significantly different P < 0.005; mean separation by LSD ( $\alpha = 0.05$ ), within each challenge set.

## The invention claimed is:

1. A composition effective for mosquito control, said composition comprising:

- i) about 5% to about 15% mineral oil;
- ii) about 70% to about 90% methylated coconut oil;
- iii) about 1% to about 10% surfactant; and
- iv) about 0.2% to about 4% silicone;

wherein said composition reduces a mosquito population treated therewith by at least about 95%.

2. The composition of claim 1, wherein the silicone comprises polydimethylsiloxane.

3. The composition of claim 1, wherein the surfactant comprises a nonionic surfactant.

4. The composition of claim 3, wherein the nonionic surfactant comprises ethoxylated tridecyl alcohol.

5. The composition of claim 1, wherein the mineral oil is present in an amount of about 8% to about 12% by weight.

6. The composition of claim 1, wherein the methylated coconut oil is present in an amount of about 80% to about 90% by weight.

7. The composition of claim 1, wherein the at least one surfactant is present in an amount of about 3% to about 6% by weight.

8. The composition of claim 1, wherein the silicone is present in an amount of about 0.2% to about 0.4% by weight.

9. The composition of claim 1, wherein the composition excludes nonylphenol surfactants.

10. A composition effective for mosquito control, said composition comprising about 8% to about 12% mineral oil, about 80% to about 90% methylated coconut oil, about 3% to about 6% nonionic surfactant, and about 0.2% to about 0.4% polydimethylsiloxane; wherein said composition reduces a mosquito population treated therewith by at least about 95%.

11. A formulation comprising the composition of claim 1, wherein the formulation is in the form of a spray.

12. A method for mosquito control comprising applying a composition to a surface of a body of water; wherein said composition comprises:

- i) about 5% to about 15% mineral oil;
- ii) about 70% to about 90% methylated coconut oil;
- iii) about 1% to about 10% surfactant; and
- iv) about 0.2% to about 4% silicone.

13. The method of claim 12, wherein the composition forms a coating on the surface of the water.

14. The method of claim 12, wherein the composition is applied in an amount effective to kill at least about 95% of the mosquito population.

15. The method of claim 12, wherein the mosquito control comprises killing mosquito larvae in or on the body of water.

16. The method of claim 12, wherein the mosquito control comprises inhibiting adult mosquitoes from laying eggs in or on the body of water.

17. The method of claim 12, wherein the mosquito is any mosquito of the genus *Aedes*, *Culex*, or *Anopheles*.

\* \* \* \* \*





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(12) **United States Patent**  
**Saunders et al.**

(10) **Patent No.:** **US 8,980,341 B2**  
(45) **Date of Patent:** **Mar. 17, 2015**

(54) **INSECTICIDAL COMPOSITIONS AND METHODS OF USING THE SAME**

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(\* ) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 441 days.

(21) Appl. No.: **13/220,458**

(22) Filed: **Aug. 29, 2011**

(65) **Prior Publication Data**  
US 2013/0052282 A1 Feb. 28, 2013

(51) **Int. Cl.**  
**A61K 36/889** (2006.01)  
**A01N 61/02** (2006.01)

(52) **U.S. Cl.**  
CPC ..... **A01N 61/02** (2013.01)  
USPC ..... **424/727; 424/405; 424/725**

(58) **Field of Classification Search**  
CPC ..... C07D 487/04; A01N 43/56; A01N 43/90;  
A01N 43/40; A01N 43/54  
USPC ..... 544/263, 118; 540/600; 514/259.3,  
514/259.31

See application file for complete search history.

(56) **References Cited**

U.S. PATENT DOCUMENTS

|              |      |         |                 |         |
|--------------|------|---------|-----------------|---------|
| 3,222,201    | A    | 12/1965 | Boyle et al.    |         |
| 3,222,213    | A    | 12/1965 | Clark et al.    |         |
| 3,457,109    | A    | 7/1969  | Peist et al.    |         |
| 4,569,947    | A    | 2/1986  | Stockton et al. |         |
| 4,707,359    | A    | 11/1987 | McMullen        |         |
| 5,273,967    | A    | 12/1993 | Pittendrigh     |         |
| 6,512,012    | B1   | 1/2003  | Levy            |         |
| 6,872,736    | B1 * | 3/2005  | Aven            | 514/359 |
| 7,807,717    | B2   | 10/2010 | Newman          |         |
| 2009/0069183 | A1 * | 3/2009  | Stringfellow    | 504/241 |

OTHER PUBLICATIONS

Itaki et al., "Laboratory Evaluation of Traditionally made Coconut Oil as a Surface Larvicide for Malaria Vector Control," Contemporary PNG Studies: DWU Research Journal vol. 12, May 2010, 92-99.  
Foley et al., "Laboratory Evaluation of Methylated Coconut Oil as a Larvicide for Anopheles Farauti and Culex Annulirostris," Journal of the American Mosquito Control Association, 21(4):477-479, 2005.

\* cited by examiner

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(57) **ABSTRACT**

Provided are mosquito larvicide compositions comprising a mineral oil and a methylated coconut oil. The compositions may further comprise a silicone and at least one surfactant. The compositions can kill mosquito larvae in swamps, flood-water areas, and other areas where mosquitoes develop. Further provided are methods for mosquito control. The methods may comprise coating the surface of a body of water.

**19 Claims, No Drawings**

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## INSECTICIDAL COMPOSITIONS AND METHODS OF USING THE SAME

FIELD

The disclosure relates to compositions and methods useful for insect control.

BACKGROUND

Over one billion tons of pesticide products are used each year in the United States. Pesticides are an important component of pest management strategies in the public health industry. The Environmental Protection Agency (EPA) Office of Pesticide Programs registers and regulates pesticides as mandated by Federal Law. One of their mandates is to approve safer, reduced risk pesticides.

Currently there are many established methods for controlling the development of juvenile mosquito life stages, that is, both larvae and pupae, in the aquatic environment. One widely accepted procedure involves coating the surface of a body of water with a uniform film that acts to reduce the water's surface tension. This mode-of-action prevents larvae from accessing atmospheric oxygen, as their breathing siphons are inhibited from attaching to the surface of treated water and/or leading to a saturation of their tracheal systems; larval death occurs as a result of either drowning or suffocation. In addition, surface films may also impede adult mosquitoes from laying eggs.

Compositions that coat the surface of a body of water can kill mosquito larvae, that is, act as a larvicide. The compositions may also act as a larvicide without including any traditional pesticide. Because the mode of action is physical rather than chemical, mosquitoes cannot easily develop resistance.

U.S. Pat. No. 4,569,947 describes a method for controlling mosquitoes, which comprises coating the surface of a body of water containing immature forms of mosquitoes with an effective amount of one or more of a  $\beta$ -branched alkanol or a 1-3 mole alkoxyate thereof.

U.S. Pat. No. 4,707,359 describes a composition for controlling the breeding of insects (particularly mosquitoes) that have aquatic breeding sites. The composition comprises two components. The first component is an insoluble monomolecular layer, an insoluble foam layer, or a duplex film layer. The second component comprises a mosquito larva toxin obtained during growth of bacterial cultures. The combination of the two components provides a synergistic mixture.

U.S. Pat. No. 5,273,967 describes a method for killing immature mosquitoes in a body of water comprising spreading on the surface of the body of water a particulate, solid carbohydrate compound. The compound is non-soluble in water. The compound is spread in a quantity sufficient to hydrate at the surface of the body of water and form a substantially unbroken, floating hydrated carbohydrate layer, thereby suffocating the mosquitoes in the body of water.

U.S. Pat. No. 6,512,012 describes a method of controlling the population of mosquitoes comprising applying a surface-active composition to an aquatic environment to form a film over water within that environment. The compositions comprise at least one  $C_6$  to  $C_{11}$  alcohol alkoxyate.

U.S. Pat. No. 7,807,717 a method for the control of insects breeding on water surfaces. The methods consist essentially of blending in a high shear mixer the ester of a fatty acid of 10 to 25 carbon atoms, a low molecular weight alcohol, an emulsifying agent, a thickener, and water. The composition is applied to the surface of insect infested water and forms an oil film on the water.

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Many types of insecticides have been used to kill mosquitoes and other insect pests. Nevertheless, many insecticides have disadvantages. Some are toxic to humans, are harmful to the environment, or have limited efficacy. Accordingly, there is a continuing need for environmentally friendly compounds having improved insecticidal properties, while being substantially non-toxic or only mildly toxic to humans.

For example, some insecticides include organic solvents, in particular, aromatic hydrocarbons, chlorinated hydrocarbons, aliphatic hydrocarbons or petroleum distillates, which in high concentrations can be hazardous to human health. As such, the replacement of a majority of an aliphatic hydrocarbon with an alternate oil is desirable.

SUMMARY

In some aspects, provided are compositions comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone.

In other aspects, provided are methods for controlling insects, the methods comprising controlling the development of mosquitoes in aquatic breeding habitats with a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone.

In other aspects, provided are methods for mosquito control comprising administering a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone to a surface of a body of water. The compositions can form a coating on the surface of the water.

In other aspects, provided are methods for controlling mosquitoes, the methods comprising forming a surface film over a body of water with a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone.

Other aspects of the disclosure will become apparent by consideration of the detailed description.

DETAILED DESCRIPTION

The disclosure broadly relates to insecticidal compositions and methods of using the same. The compositions and methods may be effective and selective in killing insects. In some aspects, the compositions comprise a mineral oil, a methylated coconut oil, at least one surfactant, and silicone. While individually these ingredients may not provide significant insecticidal activity, a combination of these ingredients provides a safe and efficacious insecticidal composition. The compositions described herein may be formulated for application or delivery to a surface and can form a uniform film or coating on the surface, such as the surface of a body of water. The compositions can reduce the surface tension of water and thereby prevent larvae from accessing the air and also inhibit adults from laying eggs.

Compositions

Compositions described herein may comprise a mineral oil, a methylated coconut oil, at least one surfactant, and silicone, which in combination provides enhanced insecticidal activity compared to a conventional surface film. It has unexpectedly been found that these components, when tested alone, do not provide any level of biological control, but when combined according to the present disclosure, provide an effective treatment for killing mosquito larvae without the use of a chemical toxicant.

"Mineral oil" as used herein relates to the commonly known product of the same name, which is a by-product of the distillation of petroleum (crude oil) to make gasoline, cosmetics, pharmaceuticals, and many other products. Synonymous names for mineral oil can include "paraffin oil" or

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"white mineral oil" among other common names. Mineral oil is available from any number of commercial distributors (e.g., Brenntag, Barton Solvents). Non-limiting examples of "mineral oil" include those identified by CAS registry numbers: 8012-95-1, 8020-83-5, 8042-47-5, 72623-84-8, 72623-86-0, 72623-87-1, 64741-88-4, 64741-89-5, 64742-54-7, 64742-55-8, 64742-56-9, and 64742-65-0. White mineral oil is typically transparent and colorless and comprises complex mixtures of long chain aliphatic compounds often ranging in size from C<sub>15</sub>-C<sub>40</sub>. It is also used in cosmetics, pharmaceuticals, suntan lotions, baby oils, bath oils, and as a base for ointments. Various grades of mineral oil may have a viscosity in the range of about 70 Saybolt Universal Seconds or SUS to 550 SUS at 40° C. Depending on the refining process and source of crude oil, mineral oils can also include paraffinic, naphthenic, and aromatic compounds in varying weight percentages.

The compositions may comprise mineral oil in an amount of at least about 1%, at least about 2%, at least about 3%, or at least about 5% by weight of the composition. The compositions may comprise mineral oil in an amount of less than about 20%, less than about 18%, less than about 16%, or less than about 15% by weight of the composition. The compositions may comprise mineral oil in an amount of about 1% to about 20%, about 2% to about 18%, about 3% to about 16%, or about 5% to about 10% by weight of the composition.

While the specifications for mineral oil used in the cosmetic and pharmaceutical industry are very well defined, these same specifications (that assessed quality) are not always helpful in defining a mineral oil that provides an efficacious composition in the surface treatment of mosquito larvae. A series of six different lots of mineral oil were analyzed in a blind study by three different laboratories and were determined to be "nearly identical." As shown in Example 2, however, these same lots produced significantly different levels of percent mortality when formulated with a surfactant (ethoxylated alkylphenol) and a dispersing agent (silicone).

The compositions described herein overcome mineral oil's variable efficacy in controlling mosquitoes. It was discovered that the inclusion of a coconut oil in the compositions reduces the variability in efficacy, as shown in Example 4. As further detailed in Example 12, compositions comprising methylated coconut as described herein are effective in controlling mosquitoes, regardless of which lot of mineral oil is used. Further, it was surprisingly discovered that addition of a methylated coconut oil significantly reduces the weight percent of mineral oil needed to maintain an efficacious treatment for mosquito control, as shown in Example 4.

The compositions described herein comprise methylated coconut oil, also referred to herein as a methyl ester of coconut oil. "Coconut oil" as used herein relates to the edible oil extracted from the kernel or meat of matured coconut harvested from the coconut palm (*Cocos nucifera*) and derivatives of these oils. Coconut oils include, but are not limited to, coconut oil, virgin coconut oil, refined coconut oil, and methyl esters of coconut oil. Commercial methyl esters such as methylated coconut oil (MCO) are made from naturally occurring edible fats and oils. The refined oil of these molecules is converted to a methyl ester through esterification with methanol and a base catalyst. Methyl esters can be fractionated into various alkyl range cuts (light, mid, and heavy) by distillation. As they are used in a wide range of direct and indirect food applications, the safety of the methyl esters is recognized by the US EPA, the Flavor and Extract Manufacturers Association, and the U.S. Food and Drug Administration.

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The compositions may comprise coconut oil in an amount of at least about 50%, at least about 60%, or at least about 70% by weight of the composition. The compositions may comprise coconut oil in an amount of less than about 99%, less than about 95%, or less than about 90% by weight of the composition. The compositions may comprise coconut oil in an amount of about 50% to about 99%, about 60% to about 95%, about 70% to about 90%, or about 75% to about 95% by weight of the composition.

For example, in some embodiments, compositions may comprise about 8-12% mineral oil and about 80-90% methylated coconut oil.

Compositions may further comprise silicone. Silicones may include, but are not limited to, polydimethylsiloxane (polymerized silicone), silicone emulsions, and modified silicones. They can be effective across a wide temperature range and can align functional groups across interfaces such as water/air and water/oil. A silicone may contribute to the spreading of the composition on a surface when used with a surfactant. This allows for a thinner and more uniform film of the composition to be applied to a surface. Silicone may act at the surface or water/air interface, and hence, silicone may be referred to as a surface active agent. Polymerized silicones such as polydimethylsiloxane are inert and non-reactive and therefore provide a level of safety when used in a composition.

The compositions may comprise silicone in an amount of at least about 0.1%, at least about 0.2%, or at least about 0.3% by weight of the composition. The compositions may comprise silicone in an amount of less than about 5.0%, less than about 4.0%, or less than about 3.0% by weight of the composition. The compositions may comprise silicone in an amount of about 0.1% to about 5.0%, about 0.2% to about 4.0%, or about 0.3% to about 3.0% by weight of the composition.

For example, in some embodiments, compositions may comprise about 8-12% mineral oil, about 80-90% methylated coconut oil, and about 0.2-0.4% polydimethylsiloxane.

Compositions may further comprise at least one surfactant. Surfactants may include, but are not limited to, nonionic surfactants, anionic surfactants, cationic surfactants, and amphoteric surfactants. In some suitable embodiments, the surfactant is a nonionic surfactant.

Examples of nonionic surfactants include, but are not limited to, amides, alkanolamides, amine oxides, block polymers, alkoxyated primary and secondary alcohols, alkoxyated alkylphenols, alkoxyated fatty esters, sorbitan derivatives, glycerol esters, propoxyated and alkoxyated fatty acids, alcohols, alkyl phenols, and glycol esters. For example, nonionic surfactants may include, but are not limited to, ethoxyated tridecyl alcohol, sorbitan monooleate, sorbitan monolaurate, and sorbitan monostearate.

Examples of anionic surfactants include, but are not limited to, sulfosuccinates and derivatives, sulfates of ethoxyated alcohols, sulfates of alcohols, sulfonates and sulfonic acid derivatives, sulfates and sulfonates of alkoxyated alkylphenols, phosphate esters, and polymeric surfactants. Suitably, anionic surfactants may include, but are not limited to, alkyl sulfates, ether sulfates, alkyl benzene sulfonates, alpha olefin sulfonates, diphenyloxide disulfonates, alkyl naphthalene sulfonates, sulfosuccinates, sulfosuccinamates, naphthalene-formaldehyde condensates, isethionates, N-methyl taurates, phosphate esters, and ether carboxylates.

Cationic surfactants may include amine surfactants, those containing non-quaternary nitrogen, those containing quaternary nitrogen bases, those containing non-nitrogenous bases and combinations of these surfactants. Such surfactants are

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disclosed in U.S. Pat. No. 3,457,109; U.S. Pat. No. 3,222,201; and U.S. Pat. No. 3,222,213, which are hereby fully incorporated by reference. Additional cationic surfactants may include ditallowalkyldimethyl (or diethyl or dihydroxyethyl) ammonium chloride, ditallowalkyldimethylammonium methyl sulfate, dihexadecylalkyl (C16) dimethyl (or diethyl, or dihydroxyethyl) ammonium chloride, dioctadecylalkyl (C18) dimethylammonium chloride, dieicosylalkyl (C20) dimethylammonium chloride, methyl (1) tallowalkyl amido ethyl (2) tallowalkyl imidazolium methyl sulfate (commercially available as Varisoft 475 from Ashland Chemical Company), or mixtures of those surfactants. Other cationic surfactants may include sulfonium, phosphonium, and mono- or tri-long-chain quaternary ammonium materials.

Amphoteric surfactants may include zwitterionic surfactants. Amphoteric surfactants may also include, but are not limited to, amphoteric imadazoline derivatives and fatty amine and fatty amine ethoxylate derivatives. Amphoteric imadazoline derivatives may include, but are limited to, amphodiacetates, amphotoacetates, amphocarboxylates, amphopropionate, amphodipropionate, and hydroxypropyl sulfonate. Fatty amine and fatty amine ethoxylate derivatives may include, but are not limited to, betaines, alkyl betaine, sultaine, dihydroxyethyl glycinate, alkyl amidopropyl betaine, and aminopropionate.

The hydrophilic-lipophilic balance (HLB) system is a useful expression of the hydrophilic (polyhydric alcohol or ethylene oxide) and the lipophilic (fatty acid or fatty alcohol) characteristics of a surfactant molecule. On an arbitrary scale of 1-20 (assigned by Atlas Chemical in the 1940's), a low HLB is considered lipophilic or oil-soluble. A high HLB is considered hydrophilic or water-soluble. An HLB of 9-11 is considered to be intermediate. HLB can provide invaluable insight in the selection of an appropriate surfactant for the desired properties of the compositions.

The compositions may comprise surfactant in an amount of at least about 1%, at least about 2%, or at least about 10% by weight of the composition. The compositions may comprise surfactant in an amount of less than about 10%, less than about 8%, or less than about 6% by weight of the composition. The compositions may comprise surfactant in an amount of about 1% to about 10%, about 2% to about 8%, or about 3% to about 6% by weight of the composition.

For example, in some embodiments, compositions may comprise methylated coconut oil, white light mineral oil having a viscosity of about 50 to about 350 cSt and an average molecular weight of about 6800 g/mol, a nonionic surfactant, and polydimethylsiloxane. In some embodiments, the nonionic surfactant may comprise ethoxylated tridecyl alcohol.

In some embodiments, the compositions can include one or more carriers and/or diluents such as, for example, any solid or liquid carrier or diluent that is commonly used in pesticidal, agricultural, or horticultural compositions. Those skilled in the art will recognize that these components in a composition are typically referred to as "inert ingredients" and are regulated by the U.S. EPA. Suitably, any included additional carrier or diluent will not reduce the insecticidal efficacy of the composition, relative to the efficacy of the composition in the absence of the additional component. Carriers and diluents can include, for example, solvents (e.g., water, alcohols, petroleum distillates, acids, and esters); vegetable oil (including but not limited to methylated vegetable oil); and/or plant-based oils as well as ester derivatives thereof (e.g., wintergreen oil, cedarwood oil, rosemary oil, peppermint oil, geraniol, rose oil, palmarosa oil, citronella oil, citrus oils (e.g., lemon, lime, and orange), dillweed oil, corn oil, sesame oil, soybean oil, palm oil, vegetable oil, olive

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oil, peanut oil, and canola oil). The composition can include varying amounts of other components such as, for example, fatty acids and fatty acid esters of plant oils (e.g., methyl palmitate/oleate/linoleate), and other auxiliary ingredients such as, for example, emulsifiers, dispersants, stabilizers, suspending agents, penetrants, coloring agents/dyes, UV-absorbing agents, and fragrances, as necessary or desired. The compositions may comprise carrier or diluent in an amount of at least about 1%, at least about 2%, or at least about 5% by weight of the composition. The compositions may comprise carrier or diluent in an amount of less than about 30%, less than about 25%, or less than about 20% by weight of the composition. The compositions may comprise carrier or diluent in an amount of about 1% to about 30%, about 2% to about 25%, or about 5% to about 20% by weight of the composition. Components other than mineral oil and coconut oil can be included in the compositions in any amount as long as the composition provides some amount of insecticidal efficacy.

#### Method of Making Compositions

The compositions can be generally prepared by any appropriate manufacturing processes and using any appropriate manufacturing equipment such as is known in the art. Suitably, the compositions can be prepared by combining the various components in an appropriate vessel (considering vessel size, amount of composition to be made and reactivity of components) with mixing (e.g., stirring) until a uniform or homogeneous composition is achieved. The various composition components can be added sequentially with stirring between each addition to ensure dissolution and/or dispersion of the previous component. This may be followed by addition of one or more additional components (e.g., solvents, diluents, and carriers) with stirring to provide a homogeneous composition.

Embodiments provide for the compositions manufactured as formulations that are useful for mosquito control. In some embodiments, the composition may be formulated for administration, application, or delivery to a surface of a body of water. Suitably, the composition can be formulated as a spray.

#### Methods

In other aspects, methods for mosquito control are provided. In some embodiments, methods may comprise contacting a mosquito with an effective amount of a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicon, as described above.

Contacting may include contacting an insect directly or indirectly. For example, compositions described herein may be applied to a surface and an insect may subsequently or concurrently contact the surface and the composition. In some embodiments, compositions may be applied to a surface. In some embodiments, compositions may form a coating or film on a surface. In some embodiments, methods comprise forming a coating or film on a surface. The compositions can reduce the water's surface tension. The compositions may cause mosquito larvae to suffocate or drown. The compositions may prevent adult mosquitoes from laying eggs.

Surfaces may include, but are not limited to, surfaces of liquid such as bodies of water or other aquatic mosquito breeding sites. Examples of bodies of water and application sites include, without limitation, salt marshes, freshwater aquatic environments, storm water drainage areas, sewers and catch basins, woodland pools, snow pools, roadside ditches, retention ponds, freshwater dredge spoils, tire tracks, rock holes, pot holes, and similar areas subject to holding water; natural and manmade aquatic sites, fish ponds, ornamental ponds, fountains, and other artificial water-holding containers or tanks; flooded crypts, transformer vaults, abandoned



swimming pools, construction, and other natural or manmade depressions; stream eddies, creek edges, detention ponds, freshwater swamps and marshes including mixed hardwood swamps, cattail marshes, common reed wetlands, water hyacinth ponds, and similar freshwater areas with emergent vegetation; brackish water swamps, marshes, and intertidal areas; sewage effluent, sewers, sewage lagoons, cesspools, oxidation ponds, septic ditches, and septic tanks; animal waste lagoons, settling ponds, livestock runoff lagoons, and wastewater impoundments associated with fruit and vegetable processing; and similar areas. Other examples include, without limitation, dormant rice fields (for application during the interval between harvest and preparation of the field for the next cropping cycle), standing water within pastures/hay fields, rangeland, orchards, and citrus groves where mosquito breeding occurs.

"Mosquito" is understood to refer to any specie of the ~3,500 species of the insect that is commonly associated with and given the common name "mosquito." Mosquitoes span 41 insect genera, including the non-limiting examples of *Aedes*, *Culex*, *Anopheles* (carrier of malaria), *Coquillettidia*, and *Ochlerotatus*. In embodiments described herein, a mosquito can refer to an adult mosquito or a larval mosquito, or both. Thus, some embodiments encompass methods or compositions wherein the insecticidal activity is as a mosquito "adulticide" or alternatively a mosquito "larvicide." Suitably, the compositions and methods described herein function as larvicides.

In some embodiments, the methods described herein can comprise any known route, apparatus, and/or mechanism for the delivery or application of the compositions and formulations. In some embodiments, the method comprises a sprayer. In some embodiments, compositions described herein may be applied at rates of about three gallons to about ten gallons per acre, depending on insect population densities. Traditional pesticide sprayers in the pest control markets are typically operated manually or electrically or are gas-controlled and use maximum pressures ranging from 15 to 500 psi generating flow rates from 1 gpm to 40 gpm.

For a composition to be registered and marketed as a "pesticide" within the United States for some uses (e.g. public health and pest control in residential structures), the U.S. EPA requires that a composition provide a minimum 95% insect mortality rate. In some embodiments, the composition is applied in an amount effective to kill at least about 95% of the contacted mosquito population. In some embodiments, the compositions provided herein have some degree of insecticidal activity, while not necessarily meeting the EPA requirements for an insecticide for certain uses. That is, certain compositions are still considered effective if less than about 95% of the contacted mosquito population is killed, as required by the EPA. In some embodiments, the composition is applied in an amount effective to kill at least about 90%, or less than about 95%, of the contacted mosquito population.

The use of the terms "a" and "an" and "the" and similar referents in the context of describing the invention are to be construed to cover both the singular and the plural, unless otherwise indicated herein or clearly contradicted by context. The terms "comprising," "having," "including," and "containing" are to be construed as open-ended terms (i.e., meaning "including but not limited to") unless otherwise noted. All methods described herein can be performed in any suitable order unless otherwise indicated herein or otherwise clearly contradicted by context. The use of any and all examples, or exemplary language (e.g., "such as") provided herein, is intended merely to illustrate aspects and embodiments of the disclosure and does not limit the scope of the claims.

## EXAMPLES

## Reference Example 1

## Materials and Methods

## Reagents.

Mineral oil was supplied by Brenntag Great Lakes, LLC (Wauwatosa, Wis.), Barton Solvents (Des Moines, Iowa), and Price Tech Group (Channahon, Ill.). Diluents were supplied by Stepan Company (Chicago, Ill.), Cognis Corporation (Ambler, Pa.), and Procter & Gamble Chemicals (Cincinnati, Ohio). Surface active agents were supplied by Akzo Nobel Surfactants (Chicago, Ill.), Stepan Company (Chicago, Ill.), Harcros Chemicals, Inc. (Joliet, Ill.), Huntsman Corporation (The Woodlands, Tex.), Croda Inc. (Edison, N.J.), and Dow Chemical (Midland, Mich.).

## Laboratory Bioassay Method.

All larvae were reared on a diet of ground TETRAMIN® fish food (Tetra, Blacksburg, Va.) in an insectary maintained at 30° C. and 45% relative humidity (RH). Mainly third instars of *Aedes aegypti* were used for the laboratory container experiments. *Anopheles quadrimaculatus* and *Culex quinquefasciatus* were also tested where indicated.

Laboratory bioassays were conducted in 37.15" (l)×63.5" (w)×14.3" (d) plastic larval trays (laboratory containers). Each tray was filled with 27 liters of de-chlorinated water and received 50 healthy third instar larvae. The temperature of the water during most of the studies was 21° C. Additional testing was done at a water temperature of 15.6° C. and 28° C. Treatments were applied at a rate of 3 gal/acre or 663 µL/tray with an Eppendorf pipette. During the experimental period larvae were fed ground TETRAMIN® fish food (Tetra, Blacksburg, Va.) that was blended with water before introduction into the water of the larval tray to prevent flotation and thus interference with the surface film being tested.

Trays were scored for mortality at 1, 2, 4, 24, 48, and 72 hours following treatment introduction. At each time period the numbers of live and dead larvae were counted. Larvae were considered dead if they showed no movement including swimming/wriggling or filter feeding. Each treatment in the study was replicated three times using separate trays for each replication. A 95% mortality rate was considered acceptable for a commercial product.

The following calculations were made for testing a liquid larvicide in the laboratory at a field application rate of 3 gallons/acre:

$$3 \text{ gal/acre} \times 3.785 \text{ liters/gal} = 11.355 \text{ liters/acre}$$

$$11.355 \text{ liters/acre} \times 1000 \text{ mL/liter} = 11,355 \text{ mL/acre}$$

$$\frac{11,355 \text{ mL/acre}}{43,560 \text{ ft}^2/\text{acre}} = 0.26067 \text{ mL/ft}^2$$

$$\text{length} \times \text{width} = 25' \times 14.64' = 366.25 \text{ in}^2$$

$$\frac{366.25 \text{ in}^2}{144 \text{ in}^2/\text{ft}^2} = 2.543 \text{ ft}^2$$

$$2.543 \text{ ft}^2 \times 0.26067 \text{ mL/ft}^2 =$$

$$0.663 \text{ mL/tray} = 663 \text{ } \mu\text{L/tray of liquid larvicide}$$

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## Example 2

## Compositions Containing Six Different Lots of Mineral Oil

A 50.00 g sample of liquid larvicide was prepared by adding 49.37 g (98.75% wt) white mineral oil, 0.48 g (0.95% wt) of a 4-mole ethoxylated nonylphenol (WITCONOL™ NP 40, Akzo Nobel Surfactants, Chicago, Ill.), and 0.15 g (0.30% wt) silicone oil to a 6 oz glass jar. The sample was mixed with an overhead stirrer at medium speed for 15 min. All samples were prepared with different lots of mineral oil and the same lot of the nonylphenol and silicone oil. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 1

| Comparative bioassay of six different lots of mineral oil on 3 <sup>rd</sup> instar <i>Aedes aegypti</i> at 21° C. |             |        |        |
|--------------------------------------------------------------------------------------------------------------------|-------------|--------|--------|
| MINERAL OIL                                                                                                        | % MORTALITY |        |        |
|                                                                                                                    | 24 HAT      | 48 HAT | 72 HAT |
| Sample 1                                                                                                           | 100         | 100    | 100    |
| Sample 2                                                                                                           | 10          | 33     | 47     |
| Sample 3                                                                                                           | 31          | 82     | 84     |
| Sample 4                                                                                                           | 6           | 35     | 50     |
| Sample 5                                                                                                           | 59          | 93     | 96     |
| Sample 6                                                                                                           | 37          | 81     | 87     |

\* HAT = Hours After Treatment (hours after liquid larvicide (treatment) is applied to the surface of the water).

According to the results shown in Table 1, the compositions were effective in controlling *Aedes aegypti* mosquitoes at 21° C., but with variable efficacy.

## Example 3

## Compositions Having Varying HLB Numbers

Surfactants with different HLB numbers were tested in an effort to reduce the variable efficacy of the compositions demonstrated in Example 2.

Consistent with the compositions tested in Example 2, a 50.00 g sample of liquid larvicide was prepared by adding 49.37 g (98.75%) of white mineral oil, 0.48 g (0.95%) of an ethoxylated nonylphenol (WITCONOL™ NP Series, Akzo Nobel Surfactants, Chicago, Ill.), and 0.15 g (0.30%) silicone oil to a 6 oz glass jar. The sample was mixed with an overhead stirrer at medium speed for 15 min. All samples were prepared with one lot of mineral oil, one lot of silicone oil, and an ethoxylated nonylphenol from the WITCONOL™ Series of surfactants with an increasing HLB number. In addition to the screening of each WITCONOL™ surfactant as illustrated in Table 2, a second series of blends of WITCONOL™ surfactants was also tested for biological activity, as shown in Table 3. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 2

| Comparative Bioassay of Six WITCONOL™ NP Series Surfactants on 3 <sup>rd</sup> instar <i>Aedes aegypti</i> at 21° C. |              |     |             |        |        |
|----------------------------------------------------------------------------------------------------------------------|--------------|-----|-------------|--------|--------|
| Composition                                                                                                          | Witconol No. | HLB | % Mortality |        |        |
|                                                                                                                      |              |     | 24 HAT      | 48 HAT | 72 HAT |
| Sample 7                                                                                                             | NP 15        | 4.6 | 3           | 18     | 47     |
| Sample 8                                                                                                             | NP 20        | 6.9 | 0           | 5      | 21     |

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TABLE 2-continued

| Comparative Bioassay of Six WITCONOL™ NP Series Surfactants on 3 <sup>rd</sup> instar <i>Aedes aegypti</i> at 21° C. |              |      |             |        |        |
|----------------------------------------------------------------------------------------------------------------------|--------------|------|-------------|--------|--------|
| Composition                                                                                                          | Witconol No. | HLB  | % Mortality |        |        |
|                                                                                                                      |              |      | 24 HAT      | 48 HAT | 72 HAT |
| Sample 9                                                                                                             | NP 40        | 8.9  | 1           | 31     | 53     |
| Sample 10                                                                                                            | NP 60        | 10.9 | 1           | 11     | 27     |
| Sample 11                                                                                                            | NP 90        | 13.0 | 1           | 8      | 16     |
| Sample 12                                                                                                            | NP 100       | 13.1 | 3           | 13     | 31     |

TABLE 3

| Comparative Bioassay of Six WITCONOL™ NP Series Blends of Surfactants on 3 <sup>rd</sup> instar <i>Aedes aegypti</i> at 21° C. |                             |                  |             |        |        |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------|-------------|--------|--------|
| Composition                                                                                                                    | WITCONOL™ No. Blend (50/50) | HLB (calculated) | % Mortality |        |        |
|                                                                                                                                |                             |                  | 24 HAT      | 48 HAT | 72 HAT |
| Sample 13                                                                                                                      | NP 15/20                    | 5.7              | 0           | 12     | 29     |
| Sample 14                                                                                                                      | NP 20/40                    | 7.9              | 2           | 7      | 27     |
| Sample 15                                                                                                                      | NP 15/90                    | 8.8              | 5           | 27     | 42     |
| Sample 16                                                                                                                      | NP 40/60                    | 9.9              | 1           | 9      | 17     |
| Sample 17                                                                                                                      | NP 40/90                    | 10.9             | 0           | 15     | 42     |
| Sample 18                                                                                                                      | NP 40/100                   | 11.0             | 0           | 24     | 44     |
| Sample 19                                                                                                                      | NP 60/90                    | 11.9             | 3           | 11     | 21     |
| Sample 20                                                                                                                      | NP 60/100                   | 12.0             | 0           | 7      | 44     |
| Sample 21                                                                                                                      | NP 90/100                   | 13.1             | 0           | 7      | 20     |

As shown in Tables 2 and 3, changing the surfactant (increasing the HLB number) to make the blend less lipophilic did not produce an efficacious composition. It was determined that this class of surfactants (alkyl nonylphenols) would not provide the 95% mortality as required by the EPA. After screening a number of different nonionic surfactant chemistries, it was further determined that a change in surfactant would not alter the composition enough to overcome the variation in efficacy.

## Example 4

## Compositions Containing Methylated Coconut Oil (MCO)

Methylated coconut oil (MCO) was tested as a diluent/solvent for mineral oil in the compositions in the examples above. As an alternative to conventional chemistries, essential oils such as MCO are "natural" or derived from plants, and they can advantageously provide a level of safety both to humans and to the environment. It was determined that MCO was soluble in all components of the initial composition and could provide added benefits (both safety and efficacy) when mixed with mineral oil, a surfactant, and silicone oil.

A series of samples was prepared as set forth in Example 2 with 0.95% WITCONOL™ NP-40 (Akzo Nobel Surfactants, Chicago, Ill.) and 0.30% silicone oil, with varying amounts of mineral oil and MCO (STEPAN® C-42, Stepan Company, Chicago, Ill.) as indicated in Table 4. In all samples, the amount of WITCONOL™ surfactant and silicone oil was held constant. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

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TABLE 4

| Comparative Bioassay of Mineral Oil/MCO/silicone oil on 3 <sup>rd</sup> instar <i>Aedes aegypti</i> at 21° C. |                  |          |             |        |        |
|---------------------------------------------------------------------------------------------------------------|------------------|----------|-------------|--------|--------|
| Composition                                                                                                   | Wt % Mineral oil | Wt % MCO | % Mortality |        |        |
|                                                                                                               |                  |          | 24 HAT      | 48 HAT | 72 HAT |
| Sample 22                                                                                                     | 50.00            | 48.75    | 9           | 25     | 63     |
| Sample 23                                                                                                     | 25.00            | 73.75    | 19          | 73     | 93     |
| Sample 24                                                                                                     | 12.50            | 86.25    | 63          | 90     | 97     |
| Sample 25                                                                                                     | 10.00            | 88.75    | 83          | 97     | 100    |
| Sample 26                                                                                                     | 5.00             | 93.75    | 91          | 98     | 100    |
| Sample 27                                                                                                     | 2.50             | 96.25    | 84          | 95     | 97     |
| Sample 28                                                                                                     | 1.00             | 97.75    | 88          | 99     | 99     |

It was surprisingly found that the addition of a methylated coconut oil to the composition provided a consistent level of insect control when applied to the surface of a body of water. Additionally, the amount of mineral oil could be reduced to a range of from about 5% to 10% and still maintain an efficacious treatment.

## Example 5

## Compositions Evaluating the Effects of Various Surfactant Types

A series of screening bioassays was initiated to find the optimum surfactant for the mineral oil/MCO/silicone oil blend in Example 4 and to also replace the nonylphenol surfactant. The replacement of the nonylphenol surfactant would have human health and environmental benefits. Replacing the nonylphenol surfactant would be additionally advantageous because it has been banned in the European Union since May 2005 and is under review by the U.S. EPA.

Consistent with Example 2, a series of 50.00 g samples was prepared to evaluate the effectiveness of a group of surfactants to replace the nonylphenol surfactant (WITCONOL™ NP Series, Akzo Nobel Surfactants, Chicago, Ill.). Each sample contained 10.00% mineral oil, 88.75% MCO, 0.30% silicone oil, and 0.95% of the selected surfactant, as shown in Table 5. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 5

| Comparative bioassay of surfactant types in a composition on 3 <sup>rd</sup> instar <i>Aedes aegypti</i> at 21° C. |                              |       |             |        |        |
|--------------------------------------------------------------------------------------------------------------------|------------------------------|-------|-------------|--------|--------|
| Composition                                                                                                        | Surfactant Types             | H.L.B | % Mortality |        |        |
|                                                                                                                    |                              |       | 24 HAT      | 48 HAT | 72 HAT |
| Sample 29                                                                                                          | sorbitan trioleate           | 1.8   | 49          | 86     | 91     |
| Sample 30                                                                                                          | sorbitan monooleate          | 4.3   | 81          | 100    | 100    |
| Sample 31                                                                                                          | sorbitan monolaurate         | 8.6   | 83          | 99     | 99     |
| Sample 32                                                                                                          | sorbitan trioleate           | 11.0  | 21          | 71     | 83     |
| Sample 33                                                                                                          | ethoxylated vegetable oil    | 12.0  | 6           | 36     | 59     |
| Sample 34                                                                                                          | ethoxylated tridecyl alcohol | 12.8  | 75          | 97     | 98     |
| Sample 35                                                                                                          | sorbitan monostearate        | 14.9  | 66          | 93     | 99     |
| Sample 36                                                                                                          | sorbitan monooleate          | 15.0  | 75          | 95     | 99     |
| Sample 37                                                                                                          | sorbitan monolaurate         | 16.7  | 40          | 91     | 100    |

The ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.) proved to be the most versatile surfactant in this series due to its ability to work over a wide range of temperature, pH, and water hardness (data not shown) and therefore was chosen as the preferred surfactant.

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Example 6

## Comparative Bioassay of Varying Levels of Ethoxylated Tridecyl Alcohol

A series of 50.00 g samples was prepared according to Example 2, with varying amounts of ethoxylated tridecyl alcohol surfactant. The amount of mineral oil was maintained at 10.00%, and the amount of silicone oil was maintained at 0.30% in each of the sample preparations. The weight % of the MCO was adjusted accordingly to the weight % of ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.) to give a 100% composition, as shown in Table 6. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 6

| Comparative bioassay of level of ethoxylated tridecyl alcohol in a composition on 3 <sup>rd</sup> instar <i>Aedes aegypti</i> at 21° C. |       |                 |             |        |        |
|-----------------------------------------------------------------------------------------------------------------------------------------|-------|-----------------|-------------|--------|--------|
| Composition                                                                                                                             | Wt %  |                 | % Mortality |        |        |
|                                                                                                                                         | MCO   | SURFONIC® TDA-8 | 24 HAT      | 48 HAT | 72 HAT |
| Sample 38                                                                                                                               | 88.20 | 1.50            | 83          | 97     | 100    |
| Sample 39                                                                                                                               | 87.70 | 2.00            | 81          | 96     | 100    |
| Sample 40                                                                                                                               | 85.70 | 4.00            | 89          | 97     | 100    |
| Sample 41                                                                                                                               | 84.70 | 5.00            | 83          | 98     | 100    |

A 4% level of ethoxylated tridecyl alcohol was determined to be the most efficacious and economical treatment in this study, as exemplified by Sample 40 at 10.00% mineral oil, 85.70% MCO, 4.00% SURFONIC® TDA-8, and 0.30% silicone oil.

## Example 7

## Evaluation of Sample 40 at Varying Temperatures

When applying a liquid larvicide to shallow aquatic breeding sites, typical water temperatures may range from 60° F. to 80° F. Therefore, Sample 40 (Example 6) was tested at three water temperatures at a field rate of 3 gallons per acre as described in the Laboratory Bioassay Method (Reference Example 1).

Using a chilled water bath, Sample 40 was tested at a water temperature of 15.6° C. (60° F.). Only one replication (50 larvae) was tested, and the mortality was 86% at 24 hours, 96% at 48 hours, and 98% at 72 hours. Sample 40 was tested in three replicates of 50 larvae each (total 150) at 21° C. (70° F.), and the mean mortality was 74% at 24 hours, 96% at 48 hours, and 99.33% at 72 hours. Using an elevated temperature water bath, Sample 40 was tested in one replicate (50 larvae) at a water temperature of 27° C. (80° F.), and the mortality was 72% at 24 hours, 98% at 48 hours, and 98% at 72 hours. The % mortality of the composition was acceptable throughout a range of water temperatures that may be encountered when applying the liquid larvicide at a commercial application rate of 3 gallons/acre.

## Example 8

Evaluation of Sample 42 on *Aedes aegypti*, *Anopheles quadrimaculatus*, and *Culex quinquefasciatus*

In addition to being able to provide an efficacious treatment over a range of water temperatures, a composition was tested

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for efficacy in controlling other genera of mosquito larvae. There are 41 genera of mosquitoes containing approximately 3500 species, with some of the most common being *Aedes*, *Culex*, and *Anopheles*. These larvae were tested in the laboratory using a composition similar to Sample 40, but with the substitution of a higher molecular weight silicone oil (>6800 g/mole). While the viscosity of the silicone oil increased from 50 cSt to 350 cSt, this did not affect the physical or biological performance of the composition. The higher molecular weight silicone oil had the added advantage of being U.S. EPA compliant under 40 CFR 180.960 (polymer exempt from the requirement of a tolerance on growing crops pre and post harvest). This is a significant advantage for the applicator of a surface oil for the control of mosquito larvae, particularly when spraying in close proximity to growing crops.

The weight % of each component remained the same. A 50.00 g sample was prepared as in Example 2 using 10.0% mineral oil, 85.7% methylated coconut oil (STEPAN® C-42, Stepan Company, Chicago, Ill.), 4.0% ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.), and 0.3% polydimethylsiloxane polymer (XIAMETER® PMX-200 Fluid, either 350 cSt or 50 cSt from Dow Chemical, Midland, Mich.). The sample was referred to as Sample 42 and was tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 7

| Comparative bioassay of Sample 42 at 21° C. |                                  |             |        |        |
|---------------------------------------------|----------------------------------|-------------|--------|--------|
|                                             |                                  | % MORTALITY |        |        |
| Composition                                 | Larvae                           | 24 HAT      | 48 HAT | 72 HAT |
| Sample 42                                   | <i>Aedes aegypti</i>             | 76          | 84     | 90     |
| Sample 42                                   | <i>Anopheles quadrimaculatus</i> | 90          | 98     | 100    |
| Sample 42                                   | <i>Culex quinquefasciatus</i>    | 100         | 100    | 100    |

Sample 42 was determined to be excellent in controlling *Culex quinquefasciatus* as well as providing an efficacious treatment for *Aedes aegypti* and *Anopheles quadrimaculatus*. No differences in efficacy were observed as a result of the substitution of the low molecular weight silicone oil.

## Example 9

## Evaluation of Various Suppliers and Fractions of MCO

A 50.00 g sample of each of the candidate methyl esters of coconut oil (85.7%) was prepared with 10.00% mineral oil, 4.0% ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.), and silicone oil at 0.3% (polydimethylsiloxane polymer, XIAMETER® PMX-200 Fluid, from Dow Chemical, Midland, Mich.). Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 8

| Comparative efficacy of compositions containing methyl esters of coconut oil provided by various suppliers at 21° C. |             |        |             |        |        |
|----------------------------------------------------------------------------------------------------------------------|-------------|--------|-------------|--------|--------|
|                                                                                                                      |             |        | % Mortality |        |        |
| Composition                                                                                                          | MCO         | Type * | 24 HAT      | 48 HAT | 72 HAT |
| Sample 43                                                                                                            | P&G CB-810  | C8-C10 | 10          | 39     | 63     |
| Sample 44                                                                                                            | P&G CB-1095 | C8-C10 | 39          | 70     | 77     |

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TABLE 8-continued

| Comparative efficacy of compositions containing methyl esters of coconut oil provided by various suppliers at 21° C. |                   |         |             |        |        |
|----------------------------------------------------------------------------------------------------------------------|-------------------|---------|-------------|--------|--------|
|                                                                                                                      |                   |         | % Mortality |        |        |
| Composition                                                                                                          | MCO               | Type *  | 24 HAT      | 48 HAT | 72 HAT |
| Sample 45                                                                                                            | STEPAN® C-42      | C12-C14 | 87          | 100    | 100    |
| Sample 46                                                                                                            | P&G CB-1270       | C12-C14 | 81          | 97     | 100    |
| Sample 47                                                                                                            | P&G CB-1295       | C12-C14 | 93          | 99     | 100    |
| Sample 48                                                                                                            | Aquique ME 1270-U | C12-C14 | 89          | 98     | 100    |
| Sample 49                                                                                                            | STEPAN® C-65      | C16-C18 | 41          | 85     | 97     |
| Sample 50                                                                                                            | P&G CB-1618       | C16-C18 | 96          | 100    | 100    |

\* The methyl esters are fractionated for different end use applications: C<sub>8</sub>-C<sub>10</sub> would be considered a light cut; C<sub>12</sub>-C<sub>14</sub> would be considered a mid cut; and C<sub>16</sub>-C<sub>18</sub> would be considered a heavy cut.

## Example 10

## Freeze-Thaw Cycle Test

A 10.0 g sample of Sample 42 (Example 8) was weighed into a 25 mL glass vial and placed in a freezer for 16 hours at 0° C. The sample was removed from the freezer and allowed to sit at room temperature for 8 hours. Observations were reported, the sample was placed back in the freezer, and this cycle of freezing and thawing was repeated for a total of 3 cycles. The composition showed no signs of crystallization after 3 freeze thaw cycles.

## Example 11

## Evaluation of Each Component in Sample 42

The individual components of Sample 42 (Example 8) were tested for activity against mosquitoes. No sample preparation was required because each component was tested neat ("as is"). Testing was done using the Laboratory Bioassay Method (Reference Example 1).

TABLE 9

| Comparative bioassay of the components in Sample 42 on 3 <sup>rd</sup> instar <i>Aedes aegypti</i> at 21° C. |        |             |        |        |
|--------------------------------------------------------------------------------------------------------------|--------|-------------|--------|--------|
|                                                                                                              |        | % MORTALITY |        |        |
| Component                                                                                                    | Rate   | 24 HAT      | 48 HAT | 72 HAT |
| Mineral oil                                                                                                  | 663 µL | 0           | 0      | 1      |
| MCO (STEPAN® C-42)                                                                                           | 663 µL | 7           | 7      | 9      |
| ethoxylated tridecyl alcohol (SURFONIC® TDA-8)                                                               | 663 µL | 17          | 20     | 25     |
| polydimethylsiloxane polymer (XIAMETER® PMX-200 Fluid, 350 cSt)                                              | 663 µL | 2           | 3      | 24     |

Separately, each component in Sample 42 when tested at a field application rate of 3 gallons/acre (663 µL per tray) exhibited very low biological activity. When combined in an optimum ratio as defined in Sample 42 (Example 8), however, the components provided an efficacious treatment across a range of water temperatures and common mosquito larvae.

## Example 12

## Evaluation of Methylated Coconut Oil with Four Different Lots of Mineral Oil

Four samples (50.00 g each) of Sample 42 (Example 8) was prepared containing (85.7%) methylated coconut oil



## US 8,980,341 B2

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(STEPAN® C-42, Stepan Company, Chicago, Ill.) with 10.0% mineral oil (various suppliers), 4.0% ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.), and silicone oil at 0.3% (polydimethylsiloxane polymer, XIAMETER® PMX-200 Fluid, 350 cSt, from Dow Chemical, Midland, Mich.). Each sample contained a different lot of mineral oil. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 10

| Comparative bioassay of 4 different lots of mineral oil on 3 <sup>rd</sup> instar <i>Aedes aegypti</i> at 21° C. |             |        |        |
|------------------------------------------------------------------------------------------------------------------|-------------|--------|--------|
| Variable                                                                                                         | % MORTALITY |        |        |
|                                                                                                                  | 24 HAT      | 48 HAT | 72 HAT |
| Mineral oil A                                                                                                    | 89          | 97     | 100    |
| Mineral oil B                                                                                                    | 87          | 100    | 100    |
| Mineral oil C                                                                                                    | 96          | 96     | 100    |
| Mineral oil D                                                                                                    | 93          | 100    | 100    |

When compared to the results in Table 1, the percent mortality is consistent across four different lots of mineral oil. The compositions provide >95% mortality within 48 hours after treatment (HAT), independent of the lot of mineral oil used.

## Example 13

## Field Study

The efficacy of Sample 42 (Example 8) was examined with a larval bioassay. *Aedes aegypti* and *Culex quinquefasciatus* 3<sup>rd</sup> instar were exposed to Sample 42 at a rate of 2.39 mL/pool (equivalent to 3 gal/acre). Experiments were conducted in PVC pools (41 inch diameter, 5 inches deep) filled with approximately three inches of well water. Treatments included Sample 42 and an untreated control with four replicates.

## Materials and Methods.

Experiments were conducted under field conditions with water temperatures of 69-73.9° F. and ambient air temperatures ranging from 57.3° F. at night to 82.3° F. during the day at the Clarke Technical field research site in Bronson, Fla. Only a trace of rain was recorded during the trial. The mosquito species and life stage studied was *Aedes aegypti* and *Culex quinquefasciatus* 3<sup>rd</sup> instars obtained from the Clarke insectary. All larvae were visually inspected to document instar and species.

Experiments were conducted in PVC pools (41 inches in diameter and 5 inches deep) filled with three inches of well water. All pools were allowed to acclimate for 24 hours before testing. Sample 42 was applied at a rate of 2.39 mL to each treatment pool following the introduction of the larvae.

The larval challenge set consisted of 20 *Aedes aegypti* and 20 *Culex quinquefasciatus* healthy 3<sup>rd</sup> instar larvae and were allowed to free range throughout the pool. Pools were scored for mortality at 24 hours and 48 hours post larval introduction. Dead larvae were removed from each pool at each scoring period. Larvae were considered dead if they exhibited no movement including swimming, wriggling or filter feeding.

Larvae used for this study were reared on a diet of ground TETRAMIN® fish food (Tetra, Blacksburg, Va.). All larvae were reared at 28-30° C., 44-48% RH, and 12/12 light/dark photoperiod in the Clarke insectary. All larvae were visually inspected for accuracy of age and species identification.

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## Results and Conclusions.

The summary data for the comparison is reported in Tables 11 and 12. This field study demonstrated that Sample 42 resulted in 90% insect mortality at 24 hours after treatment and 100% mortality after 48 hours after treatment at a commercial application rate of 3 gal/acre. A second comparison was not required because the first comparison demonstrated 100% mortality after 48 hours.

TABLE 11

| <i>Aedes aegypti</i> and <i>Culex quinquefasciatus</i> 24 hour summary data for Sample 42 pool efficacy trial. |                   |                                  |             |
|----------------------------------------------------------------------------------------------------------------|-------------------|----------------------------------|-------------|
| Challenge Set                                                                                                  | Treatment         | Mean Mortality (SE) <sub>1</sub> | % Mortality |
| 1                                                                                                              | Sample 42         | 36.0 (0.913)a                    | 90.00       |
| 1                                                                                                              | Untreated Control | 0.5 (0.5)b                       | 1.25        |

<sup>1</sup>Means followed by the same letter are not significantly different P < 0.005; mean separation by LSD ( $\alpha = 0.05$ ), within each challenge set.

TABLE 12

| <i>Aedes aegypti</i> and <i>Culex quinquefasciatus</i> 48 hour summary data for Sample 42 pool efficacy trial. |                   |                                  |             |
|----------------------------------------------------------------------------------------------------------------|-------------------|----------------------------------|-------------|
| Challenge Set                                                                                                  | Treatment         | Mean Mortality (SE) <sub>1</sub> | % Mortality |
| 1                                                                                                              | Sample 42         | 40.0 (0.00)c                     | 100.00      |
| 1                                                                                                              | Untreated Control | 1.75 (0.75)d                     | 4.38        |

<sup>1</sup>Means followed by the same letter are not significantly different P < 0.005; mean separation by LSD ( $\alpha = 0.05$ ), within each challenge set.

## The invention claimed is:

1. A composition effective for mosquito control, said composition consisting essentially of:
  - i) mineral oil;
  - ii) methylated coconut oil;
  - iii) at least one surfactant; and
  - iv) silicone.
2. The composition of claim 1, wherein the silicone comprises polydimethylsiloxane.
3. The composition of claim 1, wherein the surfactant comprises a nonionic surfactant.
4. The composition of claim 3, wherein the nonionic surfactant comprises ethoxylated tridecyl alcohol.
5. The composition of claim 1, wherein the mineral oil is present in an amount of about 1% to about 20% by weight.
6. The composition of claim 5, wherein the mineral oil is present in an amount of about 5% to about 10% by weight.
7. The composition of claim 1, wherein the methylated coconut oil is present in an amount of about 75% to about 95% by weight.
8. The composition of claim 1, wherein the at least one surfactant is present in an amount of about 1% to about 10% by weight.
9. The composition of claim 1, wherein the silicone is present in an amount of about 0.1% to about 5% by weight.
10. The composition of claim 1, wherein the composition excludes nonylphenol surfactant.
11. A composition effective for mosquito control, said composition consisting essentially of about 5% to about 10% mineral oil, about 75% to about 95% methylated coconut oil, about 1% to about 10% nonionic surfactant, and about 0.1% to about 0.5% polydimethylsiloxane.
12. The composition of claim 1, wherein the composition is in the form of a spray.

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13. A method for mosquito control comprising contacting a mosquito with an effective amount of the composition of claim 1.

14. The method of claim 13, wherein the composition is applied in an amount effective to kill at least about 95% of the contacted mosquito population. 5

15. A method for mosquito control comprising administering the composition of claim 1 to a surface of a body of water.

16. The method of claim 15, wherein the composition forms a coating on the surface of the water. 10

17. The method of claim 15, wherein the mosquito control comprises killing mosquito larvae in the body of water.

18. The method of claim 15, wherein the mosquito control comprises inhibiting adult mosquitoes from laying eggs in or on the body of water. 15

19. The method of claim 13, wherein the mosquito is any mosquito of the genus *Aedes*, *Culex*, or *Anopheles*.

\* \* \* \* \*

PROPERTY ACQUISITION OR SALE

§ 262.024

intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 23, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003; Acts 2007, 80th Leg., ch. 689, § 1, eff. Sept. 1, 2007; Acts 2009, 81st Leg., ch. 1266, § 4, eff. June 19, 2009; Acts 2011, 82nd Leg., ch. 1129 (H.B. 628), § 4.04, eff. Sept. 1, 2011; Acts 2013, 83rd Leg., ch. 161 (S.B. 1093), § 22.002(23), eff. Sept. 1, 2013.

V.T.C.A., Local Government Code § 271.041 et seq.

§ 262.0235. Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. Discretionary Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

- (1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;
- (2) an item necessary to preserve or protect the public health or safety of the residents of the county;
- (3) an item necessary because of unforeseen damage to public property;
- (4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Coun-



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

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1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark *dc*  
Purchasing Agent

Date: November 14, 2023

Re: Surplus Property Auction

Consider and approve, execute, receive and file an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is schedule for Saturday, December 2, 2023 at 9:00 A.M.

Thank you.



JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

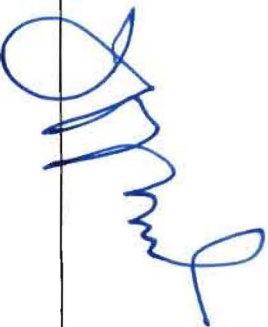
SURPLUS PROPERTY SALE  
 HORN AUCTION  
 December 2, 2023

| DEPARTMENT                                   | DESCRIPTION OF PROPERTY               | SERIAL NO.     | ASSET NO. |
|----------------------------------------------|---------------------------------------|----------------|-----------|
| AUDITING                                     | STATIONARY CHAIR                      |                | 10454     |
| AUDITING                                     | STATIONARY CHAIR                      |                | 10528     |
| AUDITING                                     | STATIONARY CHAIR                      |                | 10441     |
| <i>contact person: Rhonda Brode</i>          |                                       |                |           |
| DISTRICT ATTORNEY                            | GREY SECRETARY CHAIR                  |                | 1416      |
| <i>contact person: Dan'na Rouse</i>          |                                       |                |           |
| ROAD & BRIDGE PCT. #4                        | 2001 HOLLAND TRACTOR W/DISE NOW (A-2) | 170018B        | 26304     |
| ROAD & BRIDGE PCT. #4                        | 1997 KOMATSU (DRESSER) LOADER (E-10)  | 3390301P008553 | 22410     |
| <i>contact person: Comm. Everette Alfred</i> |                                       |                |           |
| NARCOTICS TASK FORCE                         | CONFERENCE TABLE                      |                |           |
| <i>contact person: Sylvia Moore</i>          |                                       |                |           |
| PURCHASING                                   | GREY FABRIC CHAIR                     |                |           |
| <i>contact person: Sylvia Moore</i>          |                                       |                |           |

ATTEST   
 DATE Nov 14, 2023

Approved by Commissioners' Court:








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

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1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent 

Date: November 14, 2023

Re: Disposal of Scrap Property

Consider and possibly approve disposal of surrendered license plates to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County as outlined in Registration and Title Bulletin (RTB) #025-12.

Thank you.

**Jefferson County  
Tax Office**

# Memo

**To:** Deborah Clark, Purchasing Department  
**From:** Terry Wuenschel, Interim Tax Assessor-Collector *TW*  
**Date:** November 2, 2023  
**Re:** Recycling Vehicle License Plates

---

The Texas Department of Motor Vehicles encourages counties to recycle license plates surrendered in their offices as outlined in Registration and Title Bulletin (RTB) #025-12. In accordance with these guidelines, we give Wright's Scrap Metal permission to destroy license plates received from our office.

Further instruction from the Texas Department of Motor Vehicles states any revenue generated as a part of the recycling of plates may be retained by the county. Please let me know if you need additional information.

TW/ce  
Attachment

**Registration and Title Bulletin - #025-12**

**Date:** July 26, 2012

**To:**

All County Tax Assessor-Collectors

**Subject:**

Surrender of License Plates and Recycling

**PURPOSE**

To remind you of the statutory requirement for the return of license plates at time of replacement, exchange, or when a Title Only application is submitted; and encourage plate recycling.

**DETAILS**

Texas Transportation Code, Sec. 504.007, requires a customer receiving replacement license plates to surrender each plate in their possession unless they certify it was lost or stolen.

Texas Administrative Code, 217.28(c)(1), also requires license plate surrender when specialty plates are to be issued to a Texas registered vehicle. The rule states that if the vehicle for which specialty plates are issued is currently registered, the owner must surrender the plates currently displayed on the vehicle before specialty plates may be issued.

In addition, Transportation Code, Sec. 501.0275, requires a "Title Only" applicant to surrender any license plates issued to the vehicle.

Note: License plates over seven years old due for mandatory "needs" replacement at the time of registration renewal are not required to be surrendered by law or administrative code rule.

**COUNTY ACTION**

Continue to require return of license plates in the situations listed above and at a minimum, surrendered license plates must be made unusable, destroyed, or processed by a recycling facility. If necessary, coordinate with your local TxDMV Regional Service Center to pick up plates that have been surrendered and cannot be recycled, destroyed or made unusable.

Since license plates are aluminum, we encourage recycling; however, deface the front of the plates with a permanent marker before delivering to a recycling center. To locate a recycling center in your area, visit the "Earth 911" Web site at [www.Earth911.com](http://www.Earth911.com).

**CONTACT**

If you have any questions, please contact your local TxDMV Regional Service Center.



**SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT  
SLFRF FUNDS**

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and The H.O.W. Center Inc. (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

**WHEREAS**, the County has received SLFRF funds from Treasury under ARPA; and

**WHEREAS**, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

**WHEREAS**, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

**WHEREAS**, based on the Subrecipient's project information and request for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

**WHEREAS**, the County has awarded the Subrecipient SLFRF funds in the amount of \$ 200,000.00 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

**1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS**

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional SLFRF funds for

the Project. However, no such additional allocation is guaranteed.

- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

## 2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

## 3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

#### **4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS**

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.
- B. *Reporting Requirements.* The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

#### **5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

In addition to the requirements set forth in ARPA use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

#### **6. RETURN OF FUNDS; RECOUPMENT**

The Subrecipient must return Award funds not expended by December 31, 2026.

If the County determines that the Subrecipient's use of the Award does not comply with ARPA or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

#### **7. FAILURE TO PERFORM**

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency;
- B. or suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

## 8. TERMINATION

- A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
  2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
  3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

- B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.
- C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.



## 9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

## 10. INDEMNIFICATION

Any Award funds which are determined by the County to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

## 11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

Jefferson County, Texas  
 Judge Jeff Branick – County Judge  
 1149 Pearl 4th Floor  
 Beaumont, TX 77701

jeff.branick@jeffcotx.us

The H.O.W. Center Inc.  
 Daniel Jeans, Executive Director  
 2509 Cable Avenue  
 Beaumont, TX 77703

danielbjeans@gmail.com

## 12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this

Agreement at any time be construed as a total and permanent waiver of such right or power.

### **13. FURTHER ASSURANCE**

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit A. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

### **14. ASSIGNMENT**

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

### **15. AMENDMENTS**

This Agreement cannot be amended or modified except in writing, signed by both Parties.

### **16. VENUE AND CHOICE OF LAW**

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is Jefferson County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

### **17. SEVERABILITY**

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

### **18. INTEGRATED DOCUMENT**

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

**19. NO THIRD-PARTY BENEFICIARY**

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

**20. HEADINGS**

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

**21. AUTHORITY TO SIGN**

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

**JEFFERSON COUNTY, TEXAS**

**SUBRECIPIENT**

X

\_\_\_\_\_  
Jeff Branick  
County Judge  
Jefferson County, Texas

\_\_\_\_\_  
Daniel Jeans  
Executive Director  
The H.O.W. Center Inc.

X

11/14/2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

X

\_\_\_\_\_  
Roxanne Acosta-Hellberg  
County Clerk  
Jefferson County, Texas

\_\_\_\_\_  
Keri Leavell  
Administrator  
The H.O.W. Center Inc.

X

11/14/2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### EXHIBIT A

#### Subrecipient Project Information and Approved Work

**Subrecipient Entity Name**

The H.O.W. Center Inc.

**Subrecipient Mailing Address**

2509 Cable Avenue  
Beaumont, TX 77703

**Subrecipient Primary Contact**

Name: Daniel Jeans  
Title: Executive Director  
Email: danielbjbeans@gmail.com  
Phone #: 409-832-7102

**Subrecipient Secondary Contact**

Name: Keri Leavell  
Title: Administrator  
Email: howcenterbeaumont@gmail.com  
Phone #: 409-832-7102

**Subrecipient Unique Entity Identifier**

KNFISYA3MU28

**SLFRF Subaward Amount**

\$ 200,000.00

**Project Name**

New Dormitory Facility

**Project Physical Address**

1098 Cottonwood Avenue  
Beaumont, TX 77703

**Project Description**

New construction of a single-story 21 bed male dormitory facility approx. 4,500 square feet.

**Project Goals / Intended Outcomes**

Increase the number of individuals that can participate in the HOW Center program and successfully transition to a sober, independent, successful member of society.

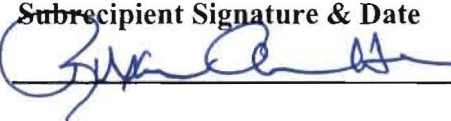
**Approved Activities / Scope of Work**

1. Construction Materials
2. Fire Suppression
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

Jefferson County Approval & Date

X  11/14/2023

Subrecipient Signature & Date

 11/14/2023



## **EXHIBIT B**

### **SLFRF REPORTING REQUIREMENTS**

#### **A. Applicable Statutes, Rules, and Guidance**

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA and SLFRF publications or as defined by the County. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

#### **B. Important Concepts**

##### **Recipients, Subrecipients, Subawards, and Projects**

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

##### **Eligible Costs Timeframe**

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.

##### **Obligations**

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

### **Expenditures**

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

### **C. Required Information for Project and Expenditure Reports**

Since the County is required to submit quarterly or annual Project and Expenditure reports the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), to the County in order to receive ARPA funds.

### **D. Civil Rights Compliance**

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

| NAME                                | AMOUNT     | CHECK NO. 543 | TOTAL        |
|-------------------------------------|------------|---------------|--------------|
| JURY FUND                           |            |               |              |
| DAWN DONUTS                         | 43.50      | 511792        | 43.50**      |
| ROAD & BRIDGE PCT.#1                |            |               |              |
| BEAUMONT TRACTOR COMPANY            | 173,600.00 | 511657        |              |
| M&D SUPPLY                          | 71.88      | 511687        |              |
| DEPARTMENT OF INFORMATION RESOURCES | .01        | 511719        |              |
| ODP BUSINESS SOLUTIONS, LLC         | 58.44      | 511832        |              |
| AMAZON CAPITAL SERVICES             | 85.44      | 511841        | 173,815.77** |
| ROAD & BRIDGE PCT.#2                |            |               |              |
| BETA TECHNOLOGY                     | 258.16     | 511658        |              |
| CITY OF NEDERLAND                   | 54.52      | 511664        |              |
| ENTERGY                             | 199.77     | 511681        |              |
| ACE IMAGEWEAR                       | 19.92      | 511699        |              |
| SMART'S TRUCK & TRAILER, INC.       | 252.84     | 511700        |              |
| TAC - TEXAS ASSN. OF COUNTIES       | 275.00     | 511704        |              |
| TRI-CITY FASTENER & SUPPLY          | 120.87     | 511709        |              |
| BUMPER TO BUMPER                    | 136.16     | 511740        |              |
| NEW WAVE WELDING TECHNOLOGY         | 12.00      | 511750        | 1,329.24**   |
| ROAD & BRIDGE PCT. # 3              |            |               |              |
| ABLE FASTENER, INC.                 | 70.71      | 511647        |              |
| CERTIFIED LABORATORIES              | 954.45     | 511661        |              |
| GULF COAST AUTOMOTIVE, INC.         | 68.22      | 511680        |              |
| ENTERGY                             | 416.69     | 511681        |              |
| PHILPOTT MOTORS, INC.               | 614.35     | 511690        |              |
| AT&T                                | 106.16     | 511702        |              |
| HOWARD'S AUTO SUPPLY                | 1,702.74   | 511715        |              |
| MUNRO'S SAFETY APPAREL, LLC         | 494.90     | 511732        |              |
| TEXAS GAS SERVICE                   | 174.97     | 511733        |              |
| ALL SERV INDUSTRIAL LLC             | 381.55     | 511752        |              |
| INTERSTATE ALL BATTERY CENTER - BMT | 285.90     | 511754        |              |
| NORTHERN TOOL AND EQUIPMENT         | 169.92     | 511768        |              |
| ON TIME TIRE                        | 250.00     | 511771        |              |
| FELIX AAA AUTO & TRUCK PARTS LLC    | 1,234.18   | 511790        |              |
| O'REILLY AUTO PARTS                 | 159.73     | 511805        | 7,084.47**   |
| ROAD & BRIDGE PCT.#4                |            |               |              |
| CITY OF BEAUMONT - LANDFILL         | 260.00     | 511654        |              |
| AUDILET TRACTOR SALES               | 3,897.82   | 511655        |              |
| BAYSHORE SURVEYING INST. CO., INC.  | 140.00     | 511656        |              |
| CITY OF BEAUMONT - WATER DEPT.      | 24.21      | 511663        |              |
| ENTERGY                             | 1,004.56   | 511681        |              |
| H.D. INDUSTRIES, INC.               | 199.37     | 511682        |              |
| DEPARTMENT OF INFORMATION RESOURCES | .02        | 511719        |              |
| MARTIN PRODUCT SALES LLC            | 6,294.75   | 511743        |              |
| INTERSTATE ALL BATTERY CENTER - BMT | 631.80     | 511754        |              |
| ATTABOY TERMITE & PEST CONTROL      | 121.26     | 511755        |              |
| CINTAS CORPORATION                  | 263.75     | 511794        |              |
| O'REILLY AUTO PARTS                 | 130.78     | 511805        |              |
| GULF COAST                          | 432.00     | 511810        |              |
| MUNRO'S UNIFORM SERVICES, LLC       | 70.34      | 511834        | 13,470.66**  |
| PARKS & RECREATION                  |            |               |              |
| ENTERGY                             | 113.72     | 511681        |              |
| W. JEFFERSON COUNTY M.W.D.          | 28.77      | 511712        |              |
| LOWE'S HOME CENTERS, INC.           | 930.05     | 511730        |              |
| INTERSTATE ALL BATTERY CENTER - BMT | 63.95      | 511754        |              |
| NORTHERN TOOL AND EQUIPMENT         | 82.97      | 511768        | 1,219.46**   |
| GENERAL FUND                        |            |               |              |
| JCCSC                               | 485.00     | 511763        | 485.00*      |
| TAX OFFICE                          |            |               |              |

| NAME                                | AMOUNT     | CHECK NO. <sup>544</sup> | TOTAL       |
|-------------------------------------|------------|--------------------------|-------------|
| DEPARTMENT OF INFORMATION RESOURCES |            |                          |             |
|                                     | .05        | 511719                   |             |
| UNITED STATES POSTAL SERVICE        | 435.72     | 511726                   |             |
| UNITED STATES POSTAL SERVICE        | 18.54      | 511727                   |             |
| ODP BUSINESS SOLUTIONS, LLC         | 1,609.20   | 511832                   |             |
| AMAZON CAPITAL SERVICES             | 169.00     | 511841                   |             |
|                                     |            |                          | 2,232.51*   |
| COUNTY HUMAN RESOURCES              |            |                          |             |
| MOORMAN & ASSOCIATES, INC.          |            |                          |             |
|                                     | 510.00     | 511688                   |             |
| PINNACLE MEDICAL MANAGEMENT CORP    | 745.00     | 511691                   |             |
| PRE CHECK, INC.                     | 598.28     | 511721                   |             |
| UNITED STATES POSTAL SERVICE        | 18.13      | 511726                   |             |
| SIERRA SPRING WATER CO. - BT        | 52.47      | 511728                   |             |
| SOUTHEAST TEXAS OCCUPATIONAL MEDICI | 253.00     | 511793                   |             |
|                                     |            |                          | 2,176.88*   |
| AUDITOR'S OFFICE                    |            |                          |             |
| UNITED STATES POSTAL SERVICE        | 3.22       | 511726                   |             |
|                                     |            |                          | 3.22*       |
| COUNTY CLERK                        |            |                          |             |
| FED EX                              | 8.30       | 511675                   |             |
| FED EX                              | 17.87      | 511676                   |             |
| UNITED STATES POSTAL SERVICE        | 285.91     | 511726                   |             |
| UNITED STATES POSTAL SERVICE        | 67.56      | 511727                   |             |
| FUNCTION4                           | 1,391.44   | 511828                   |             |
| ODP BUSINESS SOLUTIONS, LLC         | 169.76     | 511832                   |             |
| AMAZON CAPITAL SERVICES             | 175.81     | 511841                   |             |
|                                     |            |                          | 2,116.65*   |
| COUNTY JUDGE                        |            |                          |             |
| WELLS PEYTON & PARTAIN, LLP         | 1,000.00   | 511653                   |             |
| UNITED STATES POSTAL SERVICE        | 9.22       | 511726                   |             |
| ROEBUCK & THOMAS PLLC               | 500.00     | 511797                   |             |
| CARRIER & ALLISON LAW GROUP PC      | 500.00     | 511816                   |             |
|                                     |            |                          | 2,009.22*   |
| RISK MANAGEMENT                     |            |                          |             |
| UNITED STATES POSTAL SERVICE        | .54        | 511726                   |             |
|                                     |            |                          | .54*        |
| COUNTY TREASURER                    |            |                          |             |
| TAC - TEXAS ASSN. OF COUNTIES       | 185.00     | 511706                   |             |
| UNITED STATES POSTAL SERVICE        | 149.29     | 511726                   |             |
|                                     |            |                          | 334.29*     |
| PURCHASING DEPARTMENT               |            |                          |             |
| UNITED STATES POSTAL SERVICE        | 9.49       | 511726                   |             |
|                                     |            |                          | 9.49*       |
| GENERAL SERVICES                    |            |                          |             |
| ELECTRICAL SPECIALTIES, INC.        | 25.00      | 511649                   |             |
| VERIZON WIRELESS                    | 303.92     | 511722                   |             |
| ROCHESTER ARMORED CAR CO INC        | 6,663.79   | 511762                   |             |
| FIBERLIGHT LLC                      | 1,998.75   | 511815                   |             |
| JEFFERSON COUNTY LONG TERM RECOVERY | 208,500.00 | 511826                   |             |
| RENICK LAW FIRM PLLC                | 1,500.00   | 511851                   |             |
|                                     |            |                          | 218,991.46* |
| DATA PROCESSING                     |            |                          |             |
| TYLER TECHNOLOGIES INC              | 10,000.00  | 511811                   |             |
| BIWAY MEDIA                         | 4,561.17   | 511818                   |             |
| ODP BUSINESS SOLUTIONS, LLC         | 57.17      | 511832                   |             |
|                                     |            |                          | 14,618.34*  |
| VOTERS REGISTRATION DEPT            |            |                          |             |
| UNITED STATES POSTAL SERVICE        | 659.90     | 511726                   |             |
| ODP BUSINESS SOLUTIONS, LLC         | 409.00     | 511832                   |             |
|                                     |            |                          | 1,068.90*   |
| ELECTIONS DEPARTMENT                |            |                          |             |
| THE EXAMINER                        | 582.50     | 511672                   |             |
| AT&T MOBILITY                       | 1,184.04   | 511791                   |             |



| NAME                                | AMOUNT   | CHECK NO. | TOTAL      |
|-------------------------------------|----------|-----------|------------|
| AMG PRINTING & MAILING LLC          | 87.93    | 511800    | 1,854.47*  |
| DISTRICT ATTORNEY                   |          |           |            |
| TEXAS DISTRICT & COUNTY ATTY ASSN.  | 800.00   | 511707    |            |
| UNITED STATES POSTAL SERVICE        | 134.96   | 511726    |            |
| THOMSON REUTERS-WEST                | 3,070.82 | 511778    |            |
| ODP BUSINESS SOLUTIONS, LLC         | 40.38    | 511832    |            |
| CYBERGENETICS CORP                  | 7,500.00 | 511842    | 11,546.16* |
| DISTRICT CLERK                      |          |           |            |
| TAC - TEXAS ASSN. OF COUNTIES       | 400.00   | 511705    |            |
| UNITED STATES POSTAL SERVICE        | 286.16   | 511726    |            |
| FUNCTION 4 LLC                      | 570.00   | 511798    |            |
| AERIALINK, LLC                      | 134.27   | 511817    |            |
| CHAPMAN VENDING                     | 299.12   | 511822    |            |
| ODP BUSINESS SOLUTIONS, LLC         | 830.77   | 511832    | 2,520.32*  |
| CRIMINAL DISTRICT COURT             |          |           |            |
| THOMAS J. BURBANK PC                | 2,381.25 | 511660    |            |
| B. E. FRANKLIN LAW FIRM, PLLC       | 7,193.42 | 511839    | 9,574.67*  |
| 252ND DISTRICT COURT                |          |           |            |
| EDWARD B. GRIPON, M.D., P.A.        | 2,385.00 | 511679    |            |
| UNITED STATES POSTAL SERVICE        | 51.72    | 511726    |            |
| ADA V. CHRISTY, CSR                 | 60.50    | 511731    |            |
| SUMMER TANNER                       | 1,837.00 | 511745    |            |
| B. E. FRANKLIN LAW FIRM, PLLC       | 900.00   | 511839    | 5,234.22*  |
| 279TH DISTRICT COURT                |          |           |            |
| GERMER PLLC                         | 1,422.42 | 511717    |            |
| REALTIME REPORTING SERVICES INC.    | 284.40   | 511764    |            |
| WILLIAM FORD DISHMAN                | 550.00   | 511779    |            |
| JULLIANA REYES                      | 1,424.31 | 511803    | 3,681.13*  |
| 317TH DISTRICT COURT                |          |           |            |
| MARVA PROVO                         | 1,050.00 | 511693    |            |
| ANITA F. PROVO                      | 325.00   | 511694    |            |
| NATHAN REYNOLDS, JR.                | 110.00   | 511695    |            |
| KEVIN PAULA SEKALY PC               | 325.00   | 511698    |            |
| KEVIN S. LAINE                      | 325.00   | 511714    |            |
| CHARLES ROJAS                       | 655.00   | 511718    |            |
| GLEN M. CROCKER                     | 330.00   | 511729    |            |
| JOEL WEBB VAZQUEZ                   | 1,270.00 | 511738    |            |
| ALLEN PARKER                        | 330.00   | 511757    |            |
| BRITTANIE HOLMES                    | 110.00   | 511775    |            |
| WILLIAM FORD DISHMAN                | 880.00   | 511779    |            |
| MATUSKA LAW FIRM                    | 325.00   | 511783    |            |
| JULLIANA REYES                      | 660.00   | 511803    |            |
| DIEGO ACOSTA                        | 654.40   | 511846    | 7,349.40*  |
| JUSTICE COURT-PCT 1 PL 1            |          |           |            |
| UNITED STATES POSTAL SERVICE        | 34.95    | 511726    | 34.95*     |
| JUSTICE COURT-PCT 1 PL 2            |          |           |            |
| J.S. EDWARDS & SHERLOCK INS. AGENCY | 71.00    | 511671    |            |
| UNITED STATES POSTAL SERVICE        | 38.30    | 511726    | 109.30*    |
| JUSTICE COURT-PCT 4                 |          |           |            |
| TEXAS STATE UNIVERSITY SAN MARS     | 50.00    | 511701    |            |
| DEPARTMENT OF INFORMATION RESOURCES | .05      | 511719    | 50.05*     |
| JUSTICE COURT-PCT 6                 |          |           |            |
| UNITED STATES POSTAL SERVICE        | 47.06    | 511726    | 47.06*     |
| JUSTICE COURT-PCT 7                 |          |           |            |

| NAME                                | AMOUNT    | CHECK NO. <sup>546</sup> | TOTAL      |
|-------------------------------------|-----------|--------------------------|------------|
| AT&T                                | 49.99     | 511702                   |            |
| DEPARTMENT OF INFORMATION RESOURCES | .04       | 511719                   |            |
| JUSTICE OF PEACE PCT. 8             |           |                          | 50.03*     |
| UNITED STATES POSTAL SERVICE        | 533.24    | 511726                   |            |
| UNITED STATES POSTAL SERVICE        | 109.62    | 511727                   |            |
| COUNTY COURT AT LAW NO.1            |           |                          | 642.86*    |
| UNITED STATES POSTAL SERVICE        | 7.42      | 511726                   |            |
| COUNTY COURT AT LAW NO. 2           |           |                          | 7.42*      |
| TODD W LEBLANC                      | 550.00    | 511650                   |            |
| JACK LAWRENCE                       | 550.00    | 511652                   |            |
| DONALD BOUDREAUX                    | 600.00    | 511659                   |            |
| A. MARK FAGGARD                     | 300.00    | 511673                   |            |
| NATHAN REYNOLDS, JR.                | 500.00    | 511695                   |            |
| UNITED STATES POSTAL SERVICE        | 5.04      | 511726                   |            |
| JOEL WEBB VAZQUEZ                   | 250.00    | 511738                   |            |
| LAURIE PEROZZO                      | 550.00    | 511756                   |            |
| LINDSEY SCOTT                       | 250.00    | 511789                   |            |
| COUNTY COURT AT LAW NO. 3           |           |                          | 3,555.04*  |
| UNITED STATES POSTAL SERVICE        | 1.07      | 511726                   |            |
| LAURIE PEROZZO                      | 250.00    | 511756                   |            |
| JARED GILTHORPE                     | 250.00    | 511784                   |            |
| ODP BUSINESS SOLUTIONS, LLC         | 321.75    | 511832                   |            |
| COURT MASTER                        |           |                          | 822.82*    |
| LAWRENCE E THORNE III               | 1,880.94  | 511760                   |            |
| MEDIATION CENTER                    |           |                          | 1,880.94*  |
| UNITED STATES POSTAL SERVICE        | 1.07      | 511726                   |            |
| SHERIFF'S DEPARTMENT                |           |                          | 1.07*      |
| J.S. EDWARDS & SHERLOCK INS. AGENCY | 71.00     | 511671                   |            |
| FED EX                              | 5.38      | 511677                   |            |
| AT&T                                | 386.24    | 511702                   |            |
| DEPARTMENT OF INFORMATION RESOURCES | 537.37    | 511719                   |            |
| UNITED STATES POSTAL SERVICE        | 298.90    | 511726                   |            |
| UNITED STATES POSTAL SERVICE        | 252.13    | 511727                   |            |
| TDATA, INC                          | 299.00    | 511741                   |            |
| VERIZON WIRELESS                    | 50.00     | 511746                   |            |
| AC-U-KWIK                           | 170.00    | 511787                   |            |
| GALLS LLC                           | 17.10     | 511788                   |            |
| VIGILANT SOLUTIONS LLC              | 24,000.00 | 511796                   |            |
| ODP BUSINESS SOLUTIONS, LLC         | 944.41    | 511832                   |            |
| AMAZON CAPITAL SERVICES             | 29.99     | 511841                   |            |
| BEAUMONT OCCUPATIONAL SERVICES      | 69.90     | 511843                   |            |
| CRIME LABORATORY                    |           |                          | 27,131.42* |
| CASH ADVANCE ACCOUNT                | 1,071.72  | 511685                   |            |
| EMILY ESQUIVEL                      | 3.96      | 511737                   |            |
| METTLER-TOLEDO RAININ LLC           | 129.60    | 511801                   |            |
| ODP BUSINESS SOLUTIONS, LLC         | 344.60    | 511832                   |            |
| JAIL - NO. 2                        |           |                          | 1,549.88*  |
| CARRIER CORPORATION                 | 3,916.75  | 511648                   |            |
| W.W. GRAINGER, INC.                 | 620.54    | 511678                   |            |
| ENTERGY                             | 35,337.72 | 511681                   |            |
| JACK BROOKS REGIONAL AIRPORT        | 489.90    | 511684                   |            |
| M&D SUPPLY                          | 1.54      | 511687                   |            |
| OVERHEAD DOOR CO.                   | 732.25    | 511689                   |            |
| AT&T                                | 1,254.36  | 511702                   |            |
| DEPARTMENT OF INFORMATION RESOURCES | .30       | 511719                   |            |

| NAME                                | AMOUNT    | CHECK NO. <sup>547</sup> | TOTAL      |
|-------------------------------------|-----------|--------------------------|------------|
| LOWE'S HOME CENTERS, INC.           | 149.52    | 511730                   |            |
| SAM'S CLUB DIRECT                   | 430.12    | 511774                   |            |
| THOMSON REUTERS-WEST                | 219.00    | 511778                   |            |
| TRINITY SERVICES GROUP INC          | 47,705.76 | 511809                   |            |
| BOEING DISTRIBUTION, INC            | 587.03    | 511814                   |            |
|                                     |           |                          | 91,444.79* |
| JUVENILE PROBATION DEPT.            |           |                          |            |
| EDWARD B. GRIPON, M.D., P.A.        | 275.00    | 511679                   |            |
| UNITED STATES POSTAL SERVICE        | 7.31      | 511726                   |            |
|                                     |           |                          | 282.31*    |
| JUVENILE DETENTION HOME             |           |                          |            |
| BEN E KEITH COMPANY                 | 3,645.24  | 511736                   |            |
| VANSHECA SANDERS-CHEVIS             | 400.00    | 511747                   |            |
| AI FILTER SERVICE COMPANY           | 229.74    | 511769                   |            |
| VEQUAL ROBERTS                      | 500.00    | 511819                   |            |
| FLOWERS BAKING COMPANY OF HOUSTON   | 51.23     | 511836                   |            |
|                                     |           |                          | 4,826.21*  |
| CONSTABLE PCT 1                     |           |                          |            |
| CDW COMPUTER CENTERS, INC.          | 715.86    | 511716                   |            |
| UNITED STATES POSTAL SERVICE        | 54.84     | 511726                   |            |
|                                     |           |                          | 770.70*    |
| CONSTABLE-PCT 6                     |           |                          |            |
| UNITED STATES POSTAL SERVICE        | 6.98      | 511726                   |            |
| AMAZON CAPITAL SERVICES             | 338.32    | 511841                   |            |
|                                     |           |                          | 345.30*    |
| CONSTABLE PCT. 8                    |           |                          |            |
| GALLS LLC                           | 45.91     | 511788                   |            |
| JOHN OCHOA                          | 68.95     | 511823                   |            |
|                                     |           |                          | 114.86*    |
| COUNTY MORGUE                       |           |                          |            |
| PROCTOR'S MORTUARY INC              | 10,450.00 | 511758                   |            |
|                                     |           |                          | 10,450.00* |
| AGRICULTURE EXTENSION SVC           |           |                          |            |
| HALLEE M SMITH                      | 132.20    | 511827                   |            |
|                                     |           |                          | 132.20*    |
| HEALTH AND WELFARE NO. 1            |           |                          |            |
| TEXAS MEDICAL ASSOCIATION, INC.     | 386.50    | 511708                   |            |
| CLAYBAR HAVEN OF REST               | 1,103.75  | 511723                   |            |
| UNITED STATES POSTAL SERVICE        | 37.70     | 511726                   |            |
| AMERICAN MEDICAL ASSOCIATION        | 210.00    | 511749                   |            |
| PROCTOR'S MORTUARY INC              | 3,000.00  | 511759                   |            |
| THOMSON REUTERS-WEST                | 157.18    | 511778                   |            |
| NUANCE COMMUNICATIONS, INC          | 118.50    | 511808                   |            |
|                                     |           |                          | 5,013.63*  |
| HEALTH AND WELFARE NO. 2            |           |                          |            |
| CLAYBAR FUNERAL HOME, INC.          | 3,000.00  | 511666                   |            |
| AT&T                                | 49.99     | 511702                   |            |
| TEXAS MEDICAL ASSOCIATION, INC.     | 386.50    | 511708                   |            |
| CLAYBAR HAVEN OF REST               | 2,480.00  | 511724                   |            |
| UNITED STATES POSTAL SERVICE        | 217.95    | 511727                   |            |
| AMERICAN MEDICAL ASSOCIATION        | 210.00    | 511749                   |            |
| THOMSON REUTERS-WEST                | 157.18    | 511778                   |            |
| NUANCE COMMUNICATIONS, INC          | 118.50    | 511808                   |            |
| CHARTER COMMUNICATIONS              | 184.64    | 511830                   |            |
| ODP BUSINESS SOLUTIONS, LLC         | 270.15    | 511832                   |            |
|                                     |           |                          | 7,074.91*  |
| ENVIRONMENTAL CONTROL               |           |                          |            |
| CASH ADVANCE ACCOUNT                | 867.18    | 511685                   |            |
| AT&T                                | 50.53     | 511702                   |            |
| DEPARTMENT OF INFORMATION RESOURCES | .06       | 511719                   |            |
|                                     |           |                          | 917.77*    |
| INDIGENT MEDICAL SERVICES           |           |                          |            |

| NAME                                | AMOUNT    | CHECK NO. 548 | TOTAL        |
|-------------------------------------|-----------|---------------|--------------|
| PRECISION DYNAMICS CORP.            | 1,740.90  | 511692        | 1,740.90*    |
| MAINTENANCE-BEAUMONT                |           |               |              |
| CITY OF BEAUMONT - WATER DEPT.      | 142.94    | 511663        |              |
| ECOLAB                              | 242.59    | 511670        |              |
| ENTERGY                             | 449.51    | 511681        |              |
| M&D SUPPLY                          | 119.09    | 511687        |              |
| SANITARY SUPPLY, INC.               | 1,006.48  | 511697        |              |
| ACE IMAGEWEAR                       | 223.12    | 511699        |              |
| AT&T                                | 319.42    | 511702        |              |
| DEPARTMENT OF INFORMATION RESOURCES | 654.85    | 511719        |              |
| SHERWIN-WILLIAMS                    | 143.11    | 511753        |              |
| FRED MILLER'S OUTDOOR EQUIPMENT LLC | 15.95     | 511786        |              |
| FERGUSON ENTERPRISES INC            | 1,750.80  | 511799        |              |
| AT&T CORP                           | 5,603.95  | 511820        |              |
| ODP BUSINESS SOLUTIONS, LLC         | 133.56    | 511832        |              |
| RALPH'S INDUSTRIAL ELECTRONICS SUPP | 235.37    | 511837        |              |
| AMAZON CAPITAL SERVICES             | 384.74    | 511841        | 11,425.48*   |
| MAINTENANCE-PORT ARTHUR             |           |               |              |
| COBURN SUPPLY COMPANY INC           | 481.70    | 511668        |              |
| ALL-PHASE ELECTRIC SUPPLY           | 307.40    | 511669        |              |
| FAST SIGNS, INC.                    | 69.25     | 511674        |              |
| AT&T                                | 1,698.79  | 511702        |              |
| DEPARTMENT OF INFORMATION RESOURCES | 5.77      | 511719        |              |
| LOWE'S HOME CENTERS, INC.           | 103.73    | 511730        |              |
| ATTABOY TERMITE & PEST CONTROL      | 250.00    | 511755        |              |
| CAT5 RESOURCES LLC                  | 961.17    | 511785        |              |
| PARKER'S BUILDING SUPPLY            | 171.96    | 511838        | 4,049.77*    |
| MAINTENANCE-MID COUNTY              |           |               |              |
| CITY OF NEDERLAND                   | 109.44    | 511664        |              |
| ENTERGY                             | 389.89    | 511681        |              |
| RITTER @ HOME                       | 601.94    | 511696        |              |
| ACE IMAGEWEAR                       | 39.54     | 511699        |              |
| W. JEFFERSON COUNTY M.W.D.          | 53.56     | 511712        | 1,194.37*    |
| SERVICE CENTER                      |           |               |              |
| SPIDLE & SPIDLE                     | 22,565.66 | 511651        |              |
| J.K. CHEVROLET CO.                  | 630.39    | 511683        |              |
| PHILPOTT MOTORS, INC.               | 682.44    | 511690        |              |
| SANITARY SUPPLY, INC.               | 167.07    | 511697        |              |
| BUMPER TO BUMPER                    | 623.61    | 511740        |              |
| KIMBALL MIDWEST                     | 475.00    | 511742        |              |
| AMERICAN TIRE DISTRIBUTORS          | 1,874.90  | 511751        |              |
| MIGHTY OF SOUTHEAST TEXAS           | 844.80    | 511766        |              |
| EASTEX PRESSURE WASHERS             | 300.00    | 511770        |              |
| ADVANCE AUTO PARTS                  | 40.59     | 511777        |              |
| SILSBEE FORD INC                    | 121.50    | 511781        |              |
| DENNIS LOWE                         | 361.35    | 511795        |              |
| THE GOODYEAR TIRE & RUBBER COMPANY  | 1,820.85  | 511804        |              |
| O'REILLY AUTO PARTS                 | 663.96    | 511805        |              |
| IDENTIFIX                           | 1,428.00  | 511806        | 32,600.12*   |
| VETERANS SERVICE                    |           |               |              |
| UNITED STATES POSTAL SERVICE        | 15.10     | 511727        | 15.10*       |
| MOSQUITO CONTROL FUND               |           |               |              |
| CITY OF NEDERLAND                   | 64.33     | 511664        |              |
| JACK BROOKS REGIONAL AIRPORT        | 1,619.42  | 511684        |              |
| RITTER @ HOME                       | 74.99     | 511696        |              |
| ACE IMAGEWEAR                       | 74.42     | 511699        |              |
| UNITED PARCEL SERVICE               | 23.57     | 511711        |              |
| TEXAS COMMISSION ON ENVIRONMENTAL   | 500.00    | 511734        |              |
| O'REILLY AUTO PARTS                 | 97.42     | 511805        |              |
| CHARTER COMMUNICATIONS              | 82.92     | 511829        | 494,088.13** |



| NAME                                | AMOUNT     | CHECK NO. | TOTAL        |             |
|-------------------------------------|------------|-----------|--------------|-------------|
| FLOATS AND FUEL CELLS INC           | 1,430.63   | 511850    | 3,967.70**   |             |
| J.C. FAMILY TREATMENT               |            |           |              |             |
| BEAUMONT OCCUPATIONAL SERVICES      | 94.95      | 511843    | 94.95**      |             |
| ENVIRONMENTAL GRANTS/H2O            |            |           |              |             |
| CASH ADVANCE ACCOUNT                | 1,141.24   | 511685    | 1,141.24**   |             |
| GRANT A STATE AID                   |            |           |              |             |
| HAYS COUNTY JUVENILE CENTER         | 135.70     | 511748    | 135.70**     |             |
| COMMUNITY SUPERVISION FND           |            |           |              |             |
| CASH ADVANCE ACCOUNT                | 858.36     | 511685    | 1,693.32**   |             |
| KIRKSEY'S SPRINT PRINTING           | 24.95      | 511686    |              |             |
| DEPARTMENT OF INFORMATION RESOURCES | 49.20      | 511719    |              |             |
| UNITED STATES POSTAL SERVICE        | 60.24      | 511726    |              |             |
| UNITED STATES POSTAL SERVICE        | 37.17      | 511727    |              |             |
| JCCSC                               | 98.00      | 511763    |              |             |
| ODP BUSINESS SOLUTIONS, LLC         | 565.40     | 511832    |              |             |
| LAW OFFICER TRAINING GRT            |            |           |              |             |
| W.W. GRAINGER, INC.                 | 1,288.03   | 511678    |              |             |
| ODP BUSINESS SOLUTIONS, LLC         | 73.97      | 511832    |              |             |
| HOTEL OCCUPANCY TAX FUND            |            |           | 1,362.00**   |             |
| SUTHERLAND LUMBER CO.               | 61.48      | 511703    | 31,177.96**  |             |
| ULINE SHIPPING SUPPLY SPECIALI      | 146.49     | 511710    |              |             |
| DEPARTMENT OF INFORMATION RESOURCES | 4.57       | 511719    |              |             |
| UNITED STATES POSTAL SERVICE        | 4.48       | 511726    |              |             |
| FORD PARK                           | 23,000.00  | 511735    |              |             |
| ALLIANCE MECHANICAL SERVICES        | 2,011.39   | 511739    |              |             |
| ATTABOY TERMITE & PEST CONTROL      | 65.00      | 511755    |              |             |
| LANDSCAPER'S WHOLESALE MARKET       | 132.09     | 511765    |              |             |
| COUNTY HOME AND RANCH LP            | 877.62     | 511767    |              |             |
| FERGUSON ENTERPRISES INC            | 89.87      | 511799    |              |             |
| AT&T CORP                           | 265.00     | 511820    |              |             |
| LION HEARTED                        | 4,000.00   | 511824    |              |             |
| MUNRO'S UNIFORM SERVICES, LLC       | 200.37     | 511834    |              |             |
| NANAS POPCORN & MORE                | 319.60     | 511840    |              |             |
| CAPITAL PROJECTS FUND               |            |           |              |             |
| TIM RICHARDSON                      | 9,000.00   | 511780    |              | 9,000.00**  |
| AIRPORT FUND                        |            |           |              |             |
| BEAUMONT TRACTOR COMPANY            | 1,307.14   | 511657    |              | 37,368.04** |
| CITY OF NEDERLAND                   | 173.61     | 511664    |              |             |
| CITY OF NEDERLAND                   | 307.89     | 511665    |              |             |
| COASTAL WELDING SUPPLY INC          | 69.28      | 511667    |              |             |
| SANITARY SUPPLY, INC.               | 579.27     | 511697    |              |             |
| WORTH HYDROCHEM OF THE GULF COAST   | 180.00     | 511713    |              |             |
| E. SULLIVAN ADVERTISING & DESIGN    | 7,595.53   | 511720    |              |             |
| LOWE'S HOME CENTERS, INC.           | 165.18     | 511730    |              |             |
| SHERWIN INDUSTRIES INC              | 68.60      | 511744    |              |             |
| CRAWFORD ELECTRIC SUPPLY COMPANY    | 322.12     | 511776    |              |             |
| SOUTHEAST TEXAS PARTS AND EQUIPMENT | 8.76       | 511782    |              |             |
| TITAN AVIATION FUELS                | 25,944.37  | 511807    |              |             |
| ADB SAFEGATE AMERICAS LLC           | 646.29     | 511813    |              |             |
| SE TX EMP. BENEFIT POOL             |            |           |              |             |
| EXPRESS SCRIPTS INC                 | 158,070.29 | 511802    | 323,915.69** |             |
| UNITED HEALTHCARE SERVICES INC      | 128,413.40 | 511812    |              |             |
| ROCKSTAR ACQUISITIONS CORP          | 37,432.00  | 511848    |              |             |
| SETEC FUND                          |            |           |              |             |

| NAME                                                                                    | AMOUNT                                          | CHECK NO.                            | TOTAL           |
|-----------------------------------------------------------------------------------------|-------------------------------------------------|--------------------------------------|-----------------|
| INDUSTRIAL & COMMERCIAL MECHANICAL LIABILITY CLAIMS ACCOUNT                             | 3,436.00                                        | 511772                               | 3,436.00**      |
| JEFFERSON CTY - WORKERS COMP WORKER'S COMPENSATION FD                                   | 584.00                                          | 511847                               | 584.00**        |
| CAS-CLAIMS ADMINSTRATIVE SERVICES JEFFERSON CTY - WORKERS COMP                          | 50,000.00<br>15,951.30                          | 511845<br>511847                     | 65,951.30**     |
| SHERIFF'S FORFEITURE FUND                                                               |                                                 |                                      |                 |
| JACK BROOKS REGIONAL AIRPORT VIGILANT SOLUTIONS LLC                                     | 80.22<br>4,716.00                               | 511684<br>511796                     | 4,796.22**      |
| LANGUAGE ACCESS FUND                                                                    |                                                 |                                      |                 |
| ANITA U SEPEDA RUBEN ZAPATA                                                             | 100.00<br>500.00                                | 511761<br>511844                     | 600.00**        |
| ARPA CORONAVIRUS RECOVERY                                                               |                                                 |                                      |                 |
| CITY OF CHINA HOUSTON FREIGHTLINER INC LEGACY COMMUNITY DEVELOPMENT CORP SYMON SERVICES | 50,000.00<br>2,052.26<br>31,486.17<br>11,600.00 | 511662<br>511773<br>511833<br>511849 | 95,138.43**     |
| J C ASSISTANCE DISTRICT 4                                                               |                                                 |                                      |                 |
| ENTERGY                                                                                 | 10.50                                           | 511681                               | 10.50**         |
| GLO DISASTER RECOVERY                                                                   |                                                 |                                      |                 |
| DE CORP FREESE AND NICHOLS, INC                                                         | 1,856.52<br>5,421.51                            | 511821<br>511825                     | 7,278.03**      |
| GUARDIANSHIP FEE                                                                        |                                                 |                                      |                 |
| WELLS PEYTON & PARTAIN, LLP                                                             | 250.00                                          | 511653                               | 250.00**        |
| MARINE DIVISION                                                                         |                                                 |                                      |                 |
| CITY OF NEDERLAND JACK BROOKS REGIONAL AIRPORT GALLS LLC AERO PERFORMANCE               | 23.40<br>337.25<br>53.17<br>19.42               | 511664<br>511684<br>511788<br>511835 | 433.24**        |
| SHERIFF - COMMISSARY                                                                    |                                                 |                                      |                 |
| FERGUSON ENTERPRISES INC                                                                | 37.68                                           | 511799                               | 37.68**         |
|                                                                                         |                                                 |                                      | 1,279,423.23*** |

| NAME                           | AMOUNT   | CHECK NO. 551 | TOTAL       |
|--------------------------------|----------|---------------|-------------|
| JURY FUND                      |          |               |             |
| DAWN DONUTS                    | 87.00    | 512024        |             |
| CHAPMAN VENDING                | 136.30   | 512062        |             |
|                                |          |               | 223.30**    |
| ROAD & BRIDGE PCT.#1           |          |               |             |
| ENTERGY                        | 496.67   | 511901        |             |
| ACE IMAGEWEAR                  | 146.72   | 511922        |             |
| SOUTHERN TIRE MART, LLC        | 105.00   | 511945        |             |
| MARTIN PRODUCT SALES LLC       | 5,390.00 | 511985        |             |
| HLAVINKA EQUIPMENT COMPANY     | 6.04     | 511990        |             |
| FUNCTION 4 LLC                 | 31.00    | 512033        |             |
| TRENDSETTER SCREENPRINTING     | 360.56   | 512081        |             |
|                                |          |               | 6,535.99**  |
| ROAD & BRIDGE PCT.#2           |          |               |             |
| AUDILET TRACTOR SALES          | 30.00    | 511879        |             |
| ENTERGY                        | 723.63   | 511901        |             |
| ACE IMAGEWEAR                  | 19.92    | 511922        |             |
| VULCAN MATERIALS CO.           | 4,383.23 | 511939        |             |
| W. JEFFERSON COUNTY M.W.D.     | 28.77    | 511941        |             |
| SUPERIOR SUPPLY & STEEL        | 195.00   | 511955        |             |
| NEW WAVE WELDING TECHNOLOGY    | 240.90   | 511993        |             |
| ASCO                           | 1,188.48 | 512011        |             |
| FUNCTION 4 LLC                 | 31.00    | 512033        |             |
| CY-FAIR TIRE                   | 1,701.35 | 512048        |             |
| GULF COAST                     | 696.00   | 512050        |             |
|                                |          |               | 9,238.28**  |
| ROAD & BRIDGE PCT. # 3         |          |               |             |
| AUDILET TRACTOR SALES          | 136.00   | 511879        |             |
| AYRES MFG. CO.                 | 650.00   | 511880        |             |
| BEAUMONT TRACTOR COMPANY       | 853.29   | 511882        |             |
| FARM & HOME SUPPLY             | 741.90   | 511895        |             |
| ENTERGY                        | 15.17    | 511901        |             |
| PHILPOTT MOTORS, INC.          | 120.00   | 511913        |             |
| W. JEFFERSON COUNTY M.W.D.     | 32.34    | 511941        |             |
| SOUTHERN TIRE MART, LLC        | 5,635.04 | 511945        |             |
| WINDSTREAM                     | 48.97    | 511984        |             |
| SHOPPA'S FARM SUPPLY           | 129.45   | 512018        |             |
| FUNCTION 4 LLC                 | 62.00    | 512033        |             |
| O'REILLY AUTO PARTS            | 184.77   | 512044        |             |
| GERALD T PELTIER JR            | 200.00   | 512051        |             |
| MUNRO'S UNIFORM SERVICES, LLC  | 23.95    | 512078        |             |
|                                |          |               | 8,832.88**  |
| ROAD & BRIDGE PCT.#4           |          |               |             |
| ABLE FASTENER, INC.            | 91.30    | 511871        |             |
| COASTAL WELDING SUPPLY INC     | 124.99   | 511889        |             |
| ENTERGY                        | 21.94    | 511901        |             |
| M&D SUPPLY                     | 10.44    | 511911        |             |
| W. JEFFERSON COUNTY M.W.D.     | 173.62   | 511941        |             |
| SOUTHERN TIRE MART, LLC        | 3,430.50 | 511945        |             |
| TRAILER HITCH DEPOT            | 1,100.00 | 511953        |             |
| UNITED STATES POSTAL SERVICE   | 5.97     | 511964        |             |
| COUNTY HOME AND RANCH LP       | 1,181.61 | 512004        |             |
| J&E WELDING INC                | 795.00   | 512006        |             |
| ON TIME TIRE                   | 130.00   | 512007        |             |
| ASCO                           | 1,213.95 | 512011        |             |
| HR DIRECT                      | 84.94    | 512025        |             |
| CINTAS CORPORATION             | 236.75   | 512028        |             |
| FUNCTION 4 LLC                 | 52.00    | 512033        |             |
| O'REILLY AUTO PARTS            | 247.84   | 512044        |             |
| WASHINGTON COUNTY TRACTOR, INC | 1,528.10 | 512065        |             |
|                                |          |               | 10,428.95** |
| ENGINEERING FUND               |          |               |             |
| FUNCTION 4 LLC                 | 62.00    | 512033        |             |
| LINDA CATHEY                   | 165.00   | 512074        |             |
| ODP BUSINESS SOLUTIONS, LLC    | 51.50    | 512076        |             |
|                                |          |               | 278.50**    |
| PARKS & RECREATION             |          |               |             |

| NAME                              | AMOUNT    | CHECK NO. | TOTAL      |
|-----------------------------------|-----------|-----------|------------|
| CITY OF PORT ARTHUR - WATER DEPT. | 94.13     | 511887    |            |
| ENERGY                            | 518.00    | 511901    |            |
| VULCAN MATERIALS CO.              | 1,018.97  | 511939    |            |
| W. JEFFERSON COUNTY M.W.D.        | 28.77     | 511941    |            |
| COUNTY HOME AND RANCH LP          | 988.58    | 512004    | 2,648.45** |
| GENERAL FUND                      |           |           |            |
| TAX OFFICE                        |           |           |            |
| PITNEY BOWES INC                  | 895.96    | 511914    |            |
| ACE IMAGEWEAR                     | 167.68    | 511922    |            |
| SOUTHEAST TEXAS WATER             | 327.50    | 511926    |            |
| AT&T                              | 165.21    | 511931    |            |
| UNITED STATES POSTAL SERVICE      | 355.24    | 511964    |            |
| RT LAWRENCE CORPORATION           | 7,442.80  | 512008    |            |
| NEMO-Q                            | 4,885.00  | 512014    |            |
| FUNCTION 4 LLC                    | 155.00    | 512033    |            |
| PEREGRINE SERVICES INC            | 22,880.41 | 512038    |            |
| ODP BUSINESS SOLUTIONS, LLC       | 194.24    | 512076    | 37,469.04* |
| COUNTY HUMAN RESOURCES            |           |           |            |
| CDW COMPUTER CENTERS, INC.        | 311.00    | 511949    |            |
| UNITED STATES POSTAL SERVICE      | 4.34      | 511964    |            |
| FUNCTION 4 LLC                    | 31.00     | 512033    | 346.34*    |
| AUDITOR'S OFFICE                  |           |           |            |
| SOUTHEAST TEXAS WATER             | 39.95     | 511927    |            |
| UNITED STATES POSTAL SERVICE      | .63       | 511964    |            |
| FUNCTION 4 LLC                    | 31.00     | 512033    | 71.58*     |
| COUNTY CLERK                      |           |           |            |
| UNITED STATES POSTAL SERVICE      | 247.27    | 511964    |            |
| THOMSON REUTERS-WEST              | 85.00     | 512012    |            |
| FUNCTION 4 LLC                    | 93.00     | 512033    |            |
| FUNCTION4                         | 374.00    | 512071    |            |
| ODP BUSINESS SOLUTIONS, LLC       | 318.52    | 512076    | 1,117.79*  |
| COUNTY JUDGE                      |           |           |            |
| PHILLIP DOWDEN                    | 500.00    | 511878    |            |
| CAYLA CALAMIA                     | 800.00    | 511884    |            |
| UNITED STATES POSTAL SERVICE      | 10.20     | 511964    |            |
| THE YOES LAW FIRM, LLP            | 500.00    | 511979    |            |
| THOMAS O. MOSES                   | 500.00    | 511982    |            |
| DUNHAM HALLMARK PLLC              | 500.00    | 512002    |            |
| GREGORY LAW FIRM                  | 500.00    | 512005    |            |
| LAW OFFICE OF J SCOTT FREDERICK   | 500.00    | 512020    |            |
| FUNCTION 4 LLC                    | 31.00     | 512033    |            |
| ODP BUSINESS SOLUTIONS, LLC       | 212.38    | 512076    | 4,053.58*  |
| RISK MANAGEMENT                   |           |           |            |
| UNITED STATES POSTAL SERVICE      | 10.08     | 511964    |            |
| FUNCTION 4 LLC                    | 31.00     | 512033    | 41.08*     |
| COUNTY TREASURER                  |           |           |            |
| UNITED STATES POSTAL SERVICE      | 185.72    | 511964    |            |
| FUNCTION 4 LLC                    | 62.00     | 512033    | 247.72*    |
| PRINTING DEPARTMENT               |           |           |            |
| FUNCTION 4 LLC                    | 350.00    | 512033    |            |
| FIRST CITIZENS BANK               | 1,779.89  | 512096    | 2,129.89*  |
| PURCHASING DEPARTMENT             |           |           |            |
| UNITED STATES POSTAL SERVICE      | 22.14     | 511964    |            |
| FUNCTION 4 LLC                    | 31.00     | 512033    | 53.14*     |
| GENERAL SERVICES                  |           |           |            |



| NAME                               | AMOUNT    | CHECK NO. 553 | TOTAL      |
|------------------------------------|-----------|---------------|------------|
| ELECTRICAL SPECIALTIES, INC.       | 25.00     | 511872        |            |
| JEFFERSON CTY. TAX DEPARTMENT      | 100.00    | 511906        |            |
| INTERFACE EAP, INC                 | 1,306.80  | 511944        |            |
| TEXAS COFFEE COMPANY               | 138.63    | 511948        |            |
| K2 TOWERS III, LLC                 | 2,435.00  | 512067        |            |
| MCGRIFF INSURANCE SERVICES, INC    | 7,587.84  | 512077        | 11,593.27* |
| DATA PROCESSING                    |           |               |            |
| DELL MARKETING L.P.                | 9,352.80  | 511892        |            |
| CDW COMPUTER CENTERS, INC.         | 202.42    | 511949        |            |
| MICRO FOCUS (US), INC.             | 2,424.33  | 511996        |            |
| FUNCTION 4 LLC                     | 31.00     | 512033        |            |
| SKYHELM LLC                        | 25,515.76 | 512041        |            |
| FACILITY GATEWAY CORPORATION       | 2,704.78  | 512084        | 40,231.09* |
| VOTERS REGISTRATION DEPT           |           |               |            |
| UNITED STATES POSTAL SERVICE       | 199.73    | 511964        |            |
| US POSTAL SERVICE                  | 30,000.00 | 511967        |            |
| FUNCTION 4 LLC                     | 31.00     | 512033        | 30,230.73* |
| ELECTIONS DEPARTMENT               |           |               |            |
| FUNCTION 4 LLC                     | 31.00     | 512033        |            |
| AMG PRINTING & MAILING LLC         | 128.97    | 512037        | 159.97*    |
| DISTRICT ATTORNEY                  |           |               |            |
| FED EX                             | 27.43     | 511897        |            |
| CASH ADVANCE ACCOUNT               | 356.22    | 511908        |            |
| KIRKSEY'S SPRINT PRINTING          | 25.95     | 511909        |            |
| TEXAS DISTRICT & COUNTY ATTY ASSN. | 185.00    | 511933        |            |
| TRIANGLE BLUE PRINT CO., INC.      | 279.00    | 511937        |            |
| UNITED STATES POSTAL SERVICE       | 235.98    | 511964        |            |
| CHILD ABUSE & FORENSIC SERVICES    | 225.00    | 511968        |            |
| MCM ELEGANTE HOTEL                 | 260.02    | 511980        |            |
| FUNCTION 4 LLC                     | 155.00    | 512033        |            |
| ODP BUSINESS SOLUTIONS, LLC        | 78.68     | 512076        | 1,828.28*  |
| DISTRICT CLERK                     |           |               |            |
| UNITED STATES POSTAL SERVICE       | 102.51    | 511964        |            |
| FUNCTION 4 LLC                     | 31.00     | 512033        | 133.51*    |
| CRIMINAL DISTRICT COURT            |           |               |            |
| WENDELL RADFORD                    | 900.00    | 511917        |            |
| FUNCTION 4 LLC                     | 62.00     | 512033        | 962.00*    |
| 58TH DISTRICT COURT                |           |               |            |
| FUNCTION 4 LLC                     | 31.00     | 512033        | 31.00*     |
| 60TH DISTRICT COURT                |           |               |            |
| FUNCTION 4 LLC                     | 31.00     | 512033        | 31.00*     |
| 136TH DISTRICT COURT               |           |               |            |
| FUNCTION 4 LLC                     | 31.00     | 512033        | 31.00*     |
| 172ND DISTRICT COURT               |           |               |            |
| FUNCTION 4 LLC                     | 31.00     | 512033        |            |
| AMAZON CAPITAL SERVICES            | 939.70    | 512082        | 970.70*    |
| 252ND DISTRICT COURT               |           |               |            |
| TODD W LEBLANC                     | 1,700.00  | 511873        |            |
| THOMAS J. BURBANK PC               | 2,392.50  | 511883        |            |
| WENDELL RADFORD                    | 900.00    | 511917        |            |
| MSC SYSTEMS                        | 97.50     | 511946        |            |

| NAME                              | AMOUNT   | CHECK NO. 554 | TOTAL     |
|-----------------------------------|----------|---------------|-----------|
| UNITED STATES POSTAL SERVICE      | 3.22     | 511964        |           |
| JOEL WEBB VAZQUEZ                 | 1,462.50 | 511975        |           |
| WILLIAM MARCUS WILKERSON          | 800.00   | 512010        |           |
| FUNCTION 4 LLC                    | 62.00    | 512033        | 7,417.72* |
| 279TH DISTRICT COURT              |          |               |           |
| ANITA F. PROVO                    | 925.00   | 511916        |           |
| NATHAN REYNOLDS, JR.              | 220.00   | 511918        |           |
| SOUTHEAST TEXAS WATER             | 27.20    | 511929        |           |
| CHARLES ROJAS                     | 185.00   | 511952        |           |
| UNITED STATES POSTAL SERVICE      | 9.13     | 511964        |           |
| JOEL WEBB VAZQUEZ                 | 440.00   | 511975        |           |
| TONYA CONNELL TOUPS               | 220.00   | 511991        |           |
| JENNIFER DELAGE                   | 473.00   | 512029        |           |
| FUNCTION 4 LLC                    | 31.00    | 512033        |           |
| SHELANDER LAW OFFICE              | 550.00   | 512063        | 3,080.33* |
| 317TH DISTRICT COURT              |          |               |           |
| JACK LAWRENCE                     | 325.00   | 511877        |           |
| MARVA PROVO                       | 325.00   | 511915        |           |
| SOUTHEAST TEXAS WATER             | 29.20    | 511925        |           |
| RONALD PLESSALA                   | 1,050.00 | 511994        |           |
| FUNCTION 4 LLC                    | 31.00    | 512033        | 1,760.20* |
| JUSTICE COURT-PCT 1 PL 1          |          |               |           |
| UNITED STATES POSTAL SERVICE      | 47.47    | 511964        |           |
| FUNCTION 4 LLC                    | 31.00    | 512033        | 78.47*    |
| JUSTICE COURT-PCT 1 PL 2          |          |               |           |
| UNITED STATES POSTAL SERVICE      | 43.84    | 511964        |           |
| FUNCTION 4 LLC                    | 31.00    | 512033        | 74.84*    |
| JUSTICE COURT-PCT 4               |          |               |           |
| FUNCTION 4 LLC                    | 31.00    | 512033        | 31.00*    |
| JUSTICE COURT-PCT 6               |          |               |           |
| UNITED STATES POSTAL SERVICE      | 31.12    | 511964        |           |
| FUNCTION 4 LLC                    | 31.00    | 512033        | 62.12*    |
| JUSTICE OF PEACE PCT. 8           |          |               |           |
| FUNCTION 4 LLC                    | 31.00    | 512033        |           |
| ODP BUSINESS SOLUTIONS, LLC       | 2,465.95 | 512076        | 2,496.95* |
| COUNTY COURT AT LAW NO.1          |          |               |           |
| TEXAS COURT REPORTERS ASSOCIATION | 165.00   | 511934        |           |
| UNITED STATES POSTAL SERVICE      | 9.52     | 511964        |           |
| EFFIE ROJO                        | 72.94    | 512027        |           |
| FUNCTION 4 LLC                    | 31.00    | 512033        | 278.46*   |
| COUNTY COURT AT LAW NO. 2         |          |               |           |
| JACK LAWRENCE                     | 550.00   | 511877        |           |
| BRUCE W. COBB                     | 1,250.00 | 511890        |           |
| A. MARK FAGGARD                   | 250.00   | 511894        |           |
| UNITED STATES POSTAL SERVICE      | 4.41     | 511964        |           |
| FUNCTION 4 LLC                    | 31.00    | 512033        |           |
| ODP BUSINESS SOLUTIONS, LLC       | 397.13   | 512076        |           |
| LAW OFFICES OF BREVIN JACKSON     | 300.00   | 512088        | 2,782.54* |
| COUNTY COURT AT LAW NO. 3         |          |               |           |
| TODD W LEBLANC                    | 300.00   | 511873        |           |
| DAVID GROVE                       | 350.00   | 511876        |           |
| A. MARK FAGGARD                   | 250.00   | 511894        |           |
| NATHAN REYNOLDS, JR.              | 300.00   | 511918        |           |

| NAME                                | AMOUNT    | CHECK NO. 555 | TOTAL       |
|-------------------------------------|-----------|---------------|-------------|
| UNITED STATES POSTAL SERVICE        | 2.15      | 511964        |             |
| JOEL WEBB VAZQUEZ                   | 300.00    | 511975        |             |
| JARED GILTHORPE                     | 250.00    | 512017        |             |
| FUNCTION 4 LLC                      | 31.00     | 512033        |             |
| LAW OFFICE OF GILES R COLE & ASSOC  | 300.00    | 512061        | 2,083.15*   |
| COURT MASTER                        |           |               |             |
| LAWRENCE E THORNE III               | 1,880.94  | 512001        |             |
| FUNCTION 4 LLC                      | 31.00     | 512033        |             |
| RICHARD D HUGHES ATTORNEY AT LAW    | 1,500.00  | 512057        | 3,411.94*   |
| MEDIATION CENTER                    |           |               |             |
| SOUTHEAST TEXAS WATER               | 45.25     | 511928        |             |
| UNITED STATES POSTAL SERVICE        | 8.06      | 511964        |             |
| USER FRIENDLY PHONE BOOK            | 648.00    | 511978        |             |
| FUNCTION 4 LLC                      | 31.00     | 512033        | 732.31*     |
| COMMUNITY SUPERVISION               |           |               |             |
| FUNCTION 4 LLC                      | 124.00    | 512033        | 124.00*     |
| SHERIFF'S DEPARTMENT                |           |               |             |
| CITY OF NEDERLAND                   | 23.40     | 511888        |             |
| ENTERGY                             | 640.92    | 511901        |             |
| JEFFERSON CTY. SHERIFF'S DEPARTMENT | 345.00    | 511905        |             |
| LYNN PEAVEY CO., INC.               | 372.29    | 511910        |             |
| MOORMAN & ASSOCIATES, INC.          | 2,795.00  | 511912        |             |
| AT&T                                | 52.89     | 511931        |             |
| UNITED STATES POSTAL SERVICE        | 1,320.28  | 511964        |             |
| ATTABOY TERMITE & PEST CONTROL      | 62.67     | 511997        |             |
| SAM'S CLUB DIRECT                   | 180.98    | 512009        |             |
| GALLS LLC                           | 2,201.45  | 512022        |             |
| 3L PRINTING COMPANY                 | 35.00     | 512026        |             |
| FUNCTION 4 LLC                      | 310.00    | 512033        |             |
| NEIGHBORHOOD VETERINARY CENTERS LLC | 908.52    | 512070        |             |
| BEAUMONT OCCUPATIONAL SERVICES      | 139.80    | 512087        |             |
| STUNTRONICS LLC                     | 345.00    | 512094        | 9,733.20*   |
| CRIME LABORATORY                    |           |               |             |
| FUNCTION 4 LLC                      | 31.00     | 512033        | 31.00*      |
| JAIL - NO. 2                        |           |               |             |
| MARK'S PLUMBING PARTS               | 3,775.58  | 511870        |             |
| BOB BARKER CO., INC.                | 3,144.22  | 511881        |             |
| CARDINAL GLASS, INC.                | 344.80    | 511885        |             |
| CITY OF BEAUMONT - WATER DEPT.      | 16.00     | 511886        |             |
| ECOLAB                              | 658.52    | 511893        |             |
| W.W. GRAINGER, INC.                 | 376.95    | 511899        |             |
| ENTERGY                             | 620.57    | 511901        |             |
| JACK BROOKS REGIONAL AIRPORT        | 710.00    | 511907        |             |
| M&D SUPPLY                          | 545.75    | 511911        |             |
| MOTOROLA SOLUTIONS INC              | 5,070.00  | 511947        |             |
| LOWE'S HOME CENTERS, INC.           | 224.20    | 511969        |             |
| KUBOTA TRACTOR CORPORATION          | 17,386.70 | 511998        |             |
| GALLS LLC                           | 93.10     | 512022        |             |
| FUNCTION 4 LLC                      | 217.00    | 512033        |             |
| MOORE-ALL TEX SUPPLY                | 5,097.90  | 512043        |             |
| TRINITY SERVICES GROUP INC          | 93,378.77 | 512049        |             |
| I-CON SYSTEMS INC                   | 1,212.62  | 512059        |             |
| SPINDLETOP PLUMBING                 | 708.59    | 512069        |             |
| ODP BUSINESS SOLUTIONS, LLC         | 3,674.43  | 512076        |             |
| RALPH'S INDUSTRIAL ELECTRONICS SUPP | 130.82    | 512079        |             |
| PLASCO LLC DBA IDZ                  | 1,576.96  | 512091        | 138,963.48* |
| JUVENILE PROBATION DEPT.            |           |               |             |
| WILLIE DAVIS                        | 192.57    | 511874        |             |
| CASH ADVANCE ACCOUNT                | 268.78    | 511908        |             |

| NAME                          | AMOUNT   | CHECK NO. 556 | TOTAL      |
|-------------------------------|----------|---------------|------------|
| CHERYL TARVER                 | 52.40    | 511943        |            |
| UNITED STATES POSTAL SERVICE  | 23.58    | 511964        |            |
| SHANNA CITIZEN                | 122.48   | 511970        |            |
| ROXANA MITCHELL               | 165.72   | 512023        |            |
| FUNCTION 4 LLC                | 93.00    | 512033        |            |
| SHERONDA LEE                  | 174.89   | 512040        |            |
| EDWIN JAY FRANK               | 195.85   | 512042        |            |
| BRENDA WOOD                   | 157.20   | 512056        |            |
| TY-JUNEA JONES                | 53.71    | 512066        |            |
| ODP BUSINESS SOLUTIONS, LLC   | 741.52   | 512076        |            |
| NICOLE BONSALE                | 163.10   | 512083        |            |
| KEVIN LEVINGSTON              | 158.58   | 512089        |            |
| CASTILE COLBERT III           | 136.90   | 512092        |            |
| LAQUITA TORRES                | 91.70    | 512093        |            |
| JUVENILE DETENTION HOME       |          |               | 2,791.98*  |
| ENTERGY                       | 4,988.82 | 511901        |            |
| SANITARY SUPPLY, INC.         | 261.92   | 511920        |            |
| AT&T                          | 770.23   | 511931        |            |
| CHARMTEX INC.                 | 299.60   | 511973        |            |
| FUNCTION 4 LLC                | 31.00    | 512033        |            |
| VEQUAL ROBERTS                | 1,400.00 | 512058        |            |
| BAK GLOBAL LLC                | 200.00   | 512085        |            |
| CONSTABLE PCT 1               |          |               | 7,951.57*  |
| UNITED STATES POSTAL SERVICE  | 68.78    | 511964        |            |
| FUNCTION 4 LLC                | 31.00    | 512033        |            |
| CONSTABLE-PCT 4               |          |               | 99.78*     |
| DISH NETWORK                  | 87.42    | 511989        |            |
| FUNCTION 4 LLC                | 31.00    | 512033        |            |
| CONSTABLE-PCT 6               |          |               | 118.42*    |
| UNITED STATES POSTAL SERVICE  | 8.09     | 511964        |            |
| FUNCTION 4 LLC                | 31.00    | 512033        |            |
| AMAZON CAPITAL SERVICES       | 19.79    | 512082        |            |
| CONSTABLE PCT. 8              |          |               | 58.88*     |
| FUNCTION 4 LLC                | 31.00    | 512033        |            |
| AGRICULTURE EXTENSION SVC     |          |               | 31.00*     |
| KIRKSEY'S SPRINT PRINTING     | 24.95    | 511909        |            |
| FUNCTION 4 LLC                | 31.00    | 512033        |            |
| HALLEE M SMITH                | 87.78    | 512068        |            |
| HEALTH AND WELFARE NO. 1      |          |               | 143.73*    |
| DELL MARKETING L.P.           | 8,515.36 | 511892        |            |
| KIRKSEY'S SPRINT PRINTING     | 29.10    | 511909        |            |
| MCKESSON MEDICAL-SURGICAL INC | 374.54   | 511950        |            |
| CLAYBAR HAVEN OF REST         | 1,240.00 | 511961        |            |
| UNITED STATES POSTAL SERVICE  | 66.07    | 511964        |            |
| FUNCTION 4 LLC                | 62.00    | 512033        |            |
| EZEA D EDE MD                 | 3,140.91 | 512054        |            |
| ODP BUSINESS SOLUTIONS, LLC   | 103.95   | 512076        |            |
| HEALTH AND WELFARE NO. 2      |          |               | 13,531.93* |
| DELL MARKETING L.P.           | 8,515.36 | 511892        |            |
| ENTERGY                       | 70.00    | 511904        |            |
| CLAYBAR HAVEN OF REST         | 1,240.00 | 511962        |            |
| PROCTOR'S MORTUARY INC        | 3,000.00 | 511999        |            |
| FUNCTION 4 LLC                | 62.00    | 512033        |            |
| EZEA D EDE MD                 | 3,140.91 | 512054        |            |
| NURSE PRACTITIONER            |          |               | 16,028.27* |



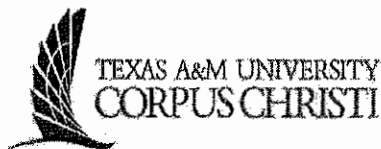
| NAME                              | AMOUNT    | CHECK NO. 557 | TOTAL      |
|-----------------------------------|-----------|---------------|------------|
| MCKESSON MEDICAL-SURGICAL INC     | 80.32     | 511950        |            |
| FUNCTION 4 LLC                    | 31.00     | 512033        |            |
| BAK GLOBAL LLC                    | 100.00    | 512085        | 211.32*    |
| ENVIRONMENTAL CONTROL             |           |               |            |
| FUNCTION 4 LLC                    | 31.00     | 512033        | 31.00*     |
| INDIGENT MEDICAL SERVICES         |           |               |            |
| LOCAL GOVERNMENT SOLUTIONS LP     | 3,773.00  | 511992        |            |
| CARDINAL HEALTH 110 INC           | 43,634.59 | 512013        | 47,407.59* |
| MAINTENANCE-BEAUMONT              |           |               |            |
| MARK'S PLUMBING PARTS             | 598.56    | 511870        |            |
| W.W. GRAINGER, INC.               | 156.00    | 511899        |            |
| M&D SUPPLY                        | 104.30    | 511911        |            |
| ACE IMAGEWEAR                     | 264.04    | 511922        |            |
| SHERWIN-WILLIAMS CO.              | 60.95     | 511923        |            |
| S.E. TEXAS BUILDING SERVICE       | 25,381.80 | 511924        |            |
| TEXAS DEPT OF LICENSING &         | 200.00    | 511935        |            |
| WORTH HYDROCHEM OF THE GULF COAST | 290.00    | 511942        |            |
| AT&T GLOBAL SERVICES              | 239.75    | 511971        |            |
| CENTERPOINT ENERGY RESOURCES CORP | 1,809.35  | 511977        |            |
| VOSS LIGHTING                     | 164.40    | 511986        |            |
| FUNCTION 4 LLC                    | 31.00     | 512033        |            |
| FERGUSON ENTERPRISES INC          | 356.95    | 512034        | 29,657.10* |
| MAINTENANCE-PORT ARTHUR           |           |               |            |
| CITY OF PORT ARTHUR - WATER DEPT. | 740.69    | 511887        |            |
| ALL-PHASE ELECTRIC SUPPLY         | 29.00     | 511891        |            |
| FAST SIGNS, INC.                  | 38.76     | 511896        |            |
| ENTERGY                           | 2,169.61  | 511901        |            |
| S.E. TEXAS BUILDING SERVICE       | 8,774.98  | 511924        |            |
| SOLAR                             | 13.42     | 511966        |            |
| FUNCTION 4 LLC                    | 93.00     | 512033        |            |
| FERGUSON ENTERPRISES INC          | 1,911.66  | 512034        |            |
| VECTOR SECURITY                   | 49.45     | 512036        |            |
| WES VICE HARDWOODS & SUPPLY INC   | 31.00     | 512052        |            |
| CHARTER COMMUNICATIONS            | 106.67    | 512072        |            |
| PARKER'S BUILDING SUPPLY          | 13.58     | 512080        | 13,971.82* |
| MAINTENANCE-MID COUNTY            |           |               |            |
| ENTERGY                           | 1,979.37  | 511901        |            |
| RITTER @ HOME                     | 211.35    | 511919        |            |
| ACE IMAGEWEAR                     | 39.54     | 511922        |            |
| AT&T                              | 763.56    | 511931        |            |
| FUNCTION 4 LLC                    | 31.00     | 512033        | 3,024.82*  |
| SERVICE CENTER                    |           |               |            |
| SPIDLE & SPIDLE                   | 8,260.44  | 511875        |            |
| PHILPOTT MOTORS, INC.             | 300.73    | 511913        |            |
| JEFFERSON CTY. TAX OFFICE         | 7.50      | 511956        |            |
| JEFFERSON CTY. TAX OFFICE         | 7.50      | 511957        |            |
| JEFFERSON CTY. TAX OFFICE         | 7.50      | 511958        |            |
| JEFFERSON CTY. TAX OFFICE         | 7.50      | 511959        |            |
| VOYAGER FLEET SYSTEM, INC.        | 24,152.27 | 511972        |            |
| BUMPER TO BUMPER                  | 930.57    | 511976        |            |
| ROBERT'S TEXACO XPRESS LUBE       | 21.00     | 511995        |            |
| ATTABOY TERMITE & PEST CONTROL    | 85.00     | 511997        |            |
| MIGHTY OF SOUTHEAST TEXAS         | 208.86    | 512003        |            |
| FUNCTION 4 LLC                    | 31.00     | 512033        |            |
| AARON EWING                       | 20.00     | 512064        |            |
| ODP BUSINESS SOLUTIONS, LLC       | 152.17    | 512076        |            |
| MUNRO'S UNIFORM SERVICES, LLC     | 434.04    | 512078        | 34,626.08* |
| VETERANS SERVICE                  |           |               |            |
| UNITED STATES POSTAL SERVICE      | 2.07      | 511964        |            |

| NAME                                | AMOUNT   | CHECK NO. 558 | TOTAL        |
|-------------------------------------|----------|---------------|--------------|
| FUNCTION 4 LLC                      | 62.00    | 512033        | 64.07*       |
| MOSQUITO CONTROL FUND               |          |               | 474,623.78** |
| ENTERGY                             | 442.35   | 511901        |              |
| JACK BROOKS REGIONAL AIRPORT        | 919.52   | 511907        |              |
| PHILPOTT MOTORS, INC.               | 511.90   | 511913        |              |
| ACE IMAGEWEAR                       | 185.66   | 511922        |              |
| AT&T                                | 51.07    | 511931        |              |
| UNITED PARCEL SERVICE               | 47.14    | 511938        |              |
| WARREN EQUIPMENT CO.                | 292.77   | 511940        |              |
| FUNCTION 4 LLC                      | 31.00    | 512033        |              |
| NORTHWEST MANUFACTURING INC         | 259.45   | 512035        |              |
| O'REILLY AUTO PARTS                 | 103.72   | 512044        | 2,844.58**   |
| FAMILY GROUP CONFERENCING           |          |               |              |
| FUNCTION 4 LLC                      | 31.00    | 512033        | 31.00**      |
| J.C. FAMILY TREATMENT               |          |               |              |
| MARY BEVIL                          | 1,204.50 | 512053        | 1,204.50**   |
| LAW LIBRARY FUND                    |          |               |              |
| FUNCTION 4 LLC                      | 31.00    | 512033        | 31.00**      |
| EMPG GRANT                          |          |               |              |
| FUNCTION 4 LLC                      | 31.00    | 512033        | 31.00**      |
| JUVENILE PROB & DET. FUND           |          |               |              |
| VERIZON WIRELESS                    | 65.50    | 511960        |              |
| GRAYSON COUNTY DEPT OF JUVENILE     | 8,060.00 | 512019        | 8,125.50**   |
| GRANT A STATE AID                   |          |               |              |
| BI INCORPORATED                     | 92.00    | 511954        |              |
| ODP BUSINESS SOLUTIONS, LLC         | 50.58    | 512076        | 142.58**     |
| COMMUNITY SUPERVISION FND           |          |               |              |
| UNITED STATES POSTAL SERVICE        | 47.44    | 511964        |              |
| LOCAL GOVERNMENT SOLUTIONS LP       | 6,965.00 | 511992        |              |
| FUNCTION 4 LLC                      | 62.00    | 512033        |              |
| LLOYD GOSSELINK ROCHELLE & TOWNSEND | 224.00   | 512045        |              |
| CHARTER COMMUNICATIONS              | 121.33   | 512073        |              |
| ODP BUSINESS SOLUTIONS, LLC         | 63.97    | 512076        |              |
| BAK GLOBAL LLC                      | 200.00   | 512085        | 7,683.74**   |
| COMMUNITY CORRECTIONS PRG           |          |               |              |
| FUNCTION 4 LLC                      | 31.00    | 512033        | 31.00**      |
| DRUG DIVERSION PROGRAM              |          |               |              |
| FUNCTION 4 LLC                      | 31.00    | 512033        | 31.00**      |
| LAW OFFICER TRAINING GRT            |          |               |              |
| ENTERGY                             | 323.57   | 511901        |              |
| CASH ADVANCE ACCOUNT                | 2,301.12 | 511908        |              |
| LYNN PEAVEY CO., INC.               | 137.35   | 511910        | 2,762.04**   |
| COUNTY RECORDS MANAGEMENT           |          |               |              |
| CDW COMPUTER CENTERS, INC.          | 870.74   | 511949        |              |
| HHM & ASSOCIATES, INC.              | 3,478.80 | 512060        | 4,349.54**   |
| HOTEL OCCUPANCY TAX FUND            |          |               |              |

| NAME                                | AMOUNT       | CHECK NO. 559 | TOTAL          |
|-------------------------------------|--------------|---------------|----------------|
| CITY OF BEAUMONT - WATER DEPT.      | 386.81       | 511886        |                |
| ENTERGY                             | 1,444.04     | 511901        |                |
| M&D SUPPLY                          | 70.06        | 511911        |                |
| AT&T                                | 111.82       | 511932        |                |
| TRIANGLE BLUE PRINT CO., INC.       | 127.99       | 511937        |                |
| UNITED STATES POSTAL SERVICE        | .54          | 511964        |                |
| DISH NETWORK                        | 138.43       | 511988        |                |
| FUNCTION 4 LLC                      | 31.00        | 512033        |                |
| FERGUSON ENTERPRISES INC            | 354.78       | 512034        |                |
| MUNRO'S UNIFORM SERVICES, LLC       | 61.72        | 512078        |                |
|                                     |              |               | 2,727.19**     |
| DISTRICT CLK RECORDS MGMT           |              |               |                |
| FUNCTION 4 LLC                      | 62.00        | 512033        |                |
|                                     |              |               | 62.00**        |
| GLO DISASTER GRANT HOME             |              |               |                |
| GRIFFITH MOSELEY JOHNSON & ASSOCIAT | 39,078.90    | 512016        |                |
| CAPITAL PROJECTS FUND               |              |               | 39,078.90**    |
| SOUTHWEST BUILDING SYSTEMS          | 7,262.00     | 511930        |                |
| TIM RICHARDSON                      | 9,000.00     | 512015        |                |
| ABCO ROOFING AND CONSTRUCTION       | 25,359.00    | 512095        |                |
|                                     |              |               | 41,621.00**    |
| AIRPORT FUND                        |              |               |                |
| ENTERGY                             | 11,733.96    | 511903        |                |
| RITTER @ HOME                       | 366.25       | 511919        |                |
| SUPERIOR SUPPLY & STEEL             | 125.00       | 511955        |                |
| UNITED STATES POSTAL SERVICE        | 2.52         | 511964        |                |
| DISH NETWORK                        | 119.18       | 511987        |                |
| BK INDUSTRIAL SOLUTIONS LLC         | 28.43        | 512021        |                |
| FUNCTION 4 LLC                      | 62.00        | 512033        |                |
| TITAN AVIATION FUELS                | 25,975.40    | 512046        |                |
| AMAZON CAPITAL SERVICES             | 299.40       | 512082        |                |
|                                     |              |               | 38,712.14**    |
| AIRPORT IMPROVE. GRANTS             |              |               |                |
| FITZ & SHIPMAN, INC.                | 6,550.00     | 511898        |                |
| GARVER LLC                          | 88,364.40    | 512000        |                |
| BRIZO CONSTRUCTION LLC              | 822,188.24   | 512086        |                |
|                                     |              |               | 917,102.64**   |
| SE TX EMP. BENEFIT POOL             |              |               |                |
| STANDARD INSURANCE COMPANY          | 26,665.95    | 511981        |                |
| RELIANCE STANDARD LIFE INSURANCE    | 6,461.37     | 511983        |                |
| EXPRESS SCRIPTS INC                 | 269,062.26   | 512039        |                |
| NEUROMUSCULAR CORPORATE SOLUTIONS   | 21,600.00    | 512047        |                |
|                                     |              |               | 323,789.58**   |
| PAYROLL FUND                        |              |               |                |
| JEFFERSON CTY. - FLEXIBLE SPENDING  | 14,551.56    | 511852        |                |
| CLEAT                               | 324.00       | 511853        |                |
| JEFFERSON CTY. TREASURER            | 13,292.34    | 511854        |                |
| RON STADTMUELLER - CHAPTER 13       | 182.31       | 511855        |                |
| INTERNAL REVENUE SERVICE            | 208.00       | 511856        |                |
| JEFFERSON CTY. ASSN. OF D.S. & C.O. | 3,620.00     | 511857        |                |
| JEFFERSON CTY. COMMUNITY SUP.       | 6,953.70     | 511858        |                |
| JEFFERSON CTY. TREASURER - HEALTH   | 552,882.96   | 511859        |                |
| JEFFERSON CTY. TREASURER - GENERAL  | 20.00        | 511860        |                |
| JEFFERSON CTY. TREASURER - PAYROLL  | 2,122,699.33 | 511861        |                |
| JEFFERSON CTY. TREASURER - PAYROLL  | 719,066.24   | 511862        |                |
| POLICE & FIRE FIGHTERS' ASSOCIATION | 1,618.64     | 511863        |                |
| JEFFERSON CTY. TREASURER - TCDRS    | 831,619.08   | 511864        |                |
| JEFFERSON COUNTY TREASURER          | 3,127.59     | 511865        |                |
| JEFFERSON COUNTY - TREASURER -      | 8,284.42     | 511866        |                |
| NECHES FEDERAL CREDIT UNION         | 30,540.36    | 511867        |                |
| JEFFERSON COUNTY - NATIONWIDE       | 56,713.59    | 511868        |                |
| SBA - U S DEPARTMENT OF TREASURY    | 307.63       | 511869        |                |
|                                     |              |               | 4,366,011.75** |
| ARPA CORONAVIRUS RECOVERY           |              |               |                |

| NAME                               | AMOUNT     | CHECK NO. <sup>560</sup> | TOTAL           |
|------------------------------------|------------|--------------------------|-----------------|
| TIDAL BASIN GOVERNMENT CONSULTING  | 10,822.50  | 512055                   |                 |
| BRIZO CONSTRUCTION LLC             | 138,996.76 | 512086                   |                 |
| BURNS ARCHITECTURE LLC             | 74,800.00  | 512090                   |                 |
|                                    |            |                          | 224,619.26**    |
| BRIC/FMA GRANT                     |            |                          |                 |
| TIDAL BASIN GOVERNMENT CONSULTING  | 16,995.00  | 512055                   |                 |
| GLO DISASTER RECOVERY              |            |                          | 16,995.00**     |
| TEXAS DEPT OF TRANSPORTATION       | 200,000.00 | 511936                   |                 |
| MARINE DIVISION                    |            |                          | 200,000.00**    |
| ENTERGY                            | 664.71     | 511901                   |                 |
| JACK BROOKS REGIONAL AIRPORT       | 1,065.00   | 511907                   |                 |
| RITTER @ HOME                      | 33.98      | 511919                   |                 |
| SETZER HARDWARE, INC.              | 21.78      | 511921                   |                 |
| ADVANCED SYSTEMS & ALARM SERVICES, | 60.00      | 511951                   |                 |
| SIERRA SPRING WATER CO. - BT       | 195.88     | 511965                   |                 |
| OTIS ELEVATOR COMPANY              | 3,325.92   | 511974                   |                 |
| BUMPER TO BUMPER                   | 65.65      | 511976                   |                 |
| ATTABOY TERMITE & PEST CONTROL     | 71.67      | 511997                   |                 |
| GALLS LLC                          | 211.12     | 512022                   |                 |
|                                    |            |                          | 5,715.71**      |
| SHERIFF - COMMISSARY               |            |                          |                 |
| AMAZON CAPITAL SERVICES            | 633.40     | 512082                   |                 |
|                                    |            |                          | 633.40**        |
| SHERIFF-SPINDLETOP GRANT           |            |                          |                 |
| ODP BUSINESS SOLUTIONS, LLC        | 191.40     | 512076                   |                 |
|                                    |            |                          | 191.40**        |
|                                    |            |                          | 6,717,337.58*** |





## CLINICAL FACILITY AFFILIATION AGREEMENT

This clinical facility affiliation agreement ("Agreement") is by and between **TEXAS A&M UNIVERSITY-CORPUS CHRISTI** (hereafter referred to as "University"), a member of The Texas A&M University System, an agency of the State of Texas, on behalf of its College of Nursing and Health Sciences, and **Jefferson County Public Health** (hereafter referred to as "Clinical Facility"), a licensed health care facility. University and Clinical Facility are sometimes hereafter referred to individually as "Party" or collectively as "Parties."

University, through its College of Nursing and Health Sciences offers a course of study for nursing (hereafter referred to as "Nursing Program"). A critical component of the Nursing Program is providing students with an opportunity to directly apply knowledge and skills gained in the classroom in a clinical setting.

University and Clinical Facility share a mutual interest in providing students in the Nursing Program with experience in clinical care and agree to cooperate in the conduct of educational activities (hereafter referred to as "Clinical Placement" or "Clinical Placement Program") as described below:

### I. PURPOSE OF AGREEMENT

This Agreement sets forth the terms under which Clinical Facility will provide University faculty, staff, and student access to its facilities consistent with the purpose of this Agreement. This Agreement also establishes the manner in which University will access the Clinical Facility so that the wellbeing of the Clinical Facility, its staff and patients will not be jeopardized.

### II. TERM OF AGREEMENT

~~October 31, 2023~~ *TG*

*TG* This Agreement shall become effective ~~October 16, 2023~~ ("Effective Date") and shall remain in effect through ~~October 15, 2028~~ unless sooner terminated as provided in this Agreement. Either Party may terminate this Agreement without cause by giving thirty (30) days written notice to the other. University students scheduled to participate in the Clinical Placement at the time of any such termination shall be allowed to complete their assigned rotations.

### III. SCOPE OF THE CLINICAL PLACEMENT

Neither University nor Clinical Facility will incur any financial obligation to the other as a result of this Agreement. University and Clinical Facility acknowledge that the ultimate

October 30, 2028

responsibility for all patient care remains with Clinical Facility and students will not provide services apart from its educational value.

#### **IV. RESPONSIBILITIES OF UNIVERSITY**

University agrees to:

1. Select students for the participation in Clinical Placement, selecting only those students with a satisfactory record in the Nursing Program, and who have met University requirements.
2. Be responsible for making the decision to exclude or remove students from the Clinical Placement Program; and the Clinical Facility will adhere.
3. Provide Clinical Facility with copies of the course outline and course objectives, evaluation criteria as requested and a tentative list of course instructors and their qualifications before the beginning of each clinical rotation.
4. Maintain full responsibility and control for planning and execution of the Nursing Program, including curriculum, evaluation of students, administration, instructor appointments, and other matters which are normally reserved as University functions, such as granting degrees and advising students.
5. Make representatives of University available to Clinical Facility for assistance and consultation as the need arises and when possible.
6. Appoint, in writing, one or more representatives of University to communicate with the Clinical Facility representative(s) during the course of planning for student placement at Clinical Facility.
7. Provide Clinical Facility instructors and/or preceptors during times that students are at Clinical Facility. University will provide proof of licensure in Texas as registered nurses for all University faculty.
8. Advise students of their responsibilities regarding participation in the Clinical Placement, including the responsibility to exhibit professional conduct and to follow all rules and standards set by Clinical Facility and University.
9. Ensure students attend Clinical Placement orientation, if required by Clinical Facility.

10. Provide Clinical Facility with written Clinical Program objectives for each level of student assigned to Clinical Facility.
11. Prepare Clinical Program rotation schedules and ensure that Clinical Facility receives the student schedule before their assignment.
12. Provide to Clinical Facility, when requested, the following information regarding students:
  - a. proof of student blanket professional liability insurance coverage for or on behalf of student;
  - b. proof of each student's current immunizations as required; and
  - c. proof of current basic life support (b/s) for health care providers.
13. Educate students on communicable disease reporting guidelines.
14. Notify student, staff, and faculty that Clinical Facility requires a criminal history background check as a condition for participation in the Clinical Placement Program. The student, staff or faculty member will be required to personally obtain the criminal background check. Clearance information will be provided to Clinical Facility by University. Should the background check disclose adverse information, the student, staff, or faculty member shall immediately be removed from participation in the Clinical Placement Program at Clinical Facility.

**V.  
RESPONSIBILITIES OF CLINICAL FACILITY**

Clinical Facility agrees to:

1. Provide an on-site educational experience which is pertinent and meaningful for students.
2. Designate and inform University of a liaison to schedule hours for students participating in the Clinical Placement Program.
3. Accept from University a number of students appropriate to the staff, space, and operations of Clinical Facility.

4. Allow authorized representatives of University to participate in the Clinical Placement Program planning.
5. Make representatives of Clinical Facility available to University for assistance and consultation as the need arises and when possible.
6. Encourage and allow students to gain properly supervised clinical experience appropriate to each student's level of knowledge and training.
7. Based on the availability of facilities, allow student access to departments appropriate to each student's level of knowledge and training.
8. Immediately provide medical care in the event of acute injury or illness experienced by a student while participating in the Clinical Placement Program, the cost of such health care to be the sole responsibility of the student.
9. Initiate the documentation process for student exposures as well as notifying University for further follow up; draw and process baseline blood samples where appropriate for communicable disease exposures.
10. Be responsible for making the decision to exclude students from individual patient care; and the University and students will adhere.
11. Be responsible for making the decision to deny a student access to the health care facility by sending University written notice; and the University shall advise the student of such decision.
12. Permit the students, staff, and faculty, at their sole cost and expense, to use Clinical Facility's amenities such as the cafeteria, rest rooms, emergency rooms, conference areas and parking facilities on the same basis as that made available to its employees.
13. Provide training to students regarding the confidentiality requirements of Clinical Facility.
14. Provide an orientation for the students, staff, and faculty participating in the Clinical Placement Program of the type and scope provided to its employees with respect to the physical facilities and equipment of Clinical Facility and its policies and procedures.



15. The Clinical Facility shall, if requested, evaluate the performance of assigned students on a regular basis using evaluation forms which are either supplied by the University or are acceptable to the University.
16. The Clinical Facility shall advise the University of any serious deficits noted in the ability of assigned students to progress toward achievement of the stated objectives of the Clinical Placement Program, and to assist the University and the student in attempting to correct these deficiencies.
17. Comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; have and maintain throughout the Term of this Agreement all licenses/permits required for its facilities, personnel, and staff; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University.
18. The Clinical Facility will retain full authority and responsibility for patient care and quality standards and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in the Clinical Facility's facilities, students will have the status of trainees; are not to replace the Clinical Facility staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the medical education program. Clinical Facility and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.
19. Upon request, the Clinical Facility will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

## **VI. JOINT RESPONSIBILITIES**

University and Clinical Facility agree to act jointly as follows:

1. For determination of the number of students to be assigned to the Clinical Placement Program shall be a joint decision based on staff and space available at Clinical Facility and eligible students enrolled in the Nursing Program who desire to be educated at Clinical Facility.
2. This Agreement does not prevent Clinical Facility from participation in any other program. Nor does this agreement prevent University from placing students with other licensed health care facilities.

3. University and Clinical Facility agree to assist each other in obtaining and maintaining approvals of regulatory agencies needed to conduct the Clinical Placements under this Agreement.
4. There will be on-going, open communication between University and Clinical Facility to promote understanding of the expectations and roles of both institutions in providing the Clinical Placement for students. University and Clinical Facility representatives will meet, as needed, at the convenience of both Parties to coordinate and improve the Clinical Placement Program.
5. Either University or Clinical Facility may remove a student participating in the Clinical Placement Program if, in the opinion of either Party, the student is not making satisfactory progress. Any student who does not satisfactorily complete the Clinical Placement Program or any portion of thereof may repeat the placement with Clinical Facility only with the written approval of both Clinical Facility and University.
6. At no time shall University students be considered representatives, employees or agents of University or Clinical Facility. University students are not eligible to receive payment for services rendered, replace or substitute for a University or Clinical Facility employee, or possess authority to enter into any form of agreement, binding or otherwise, on behalf of Clinical Facility or University.
7. Clinical Facility and University each acknowledge that neither Party assumes liability for actions taken by students during the time that they participate in the Clinical Placement Program with Clinical Facility.
8. University is not responsible for providing personal liability or medical insurance covering students. It is the student responsibility to provide proof of personal liability before starting the Clinical Placement.
9. Clinical Facility and University shall be responsible for training students regarding Blood borne Pathogens in accordance with the Occupational Safety and Health Administration's ("OSHA") Occupational Exposure to Blood borne Pathogens (29 CFR Part 1910.1030).
10. University, to the extent permitted by the constitution and the laws of the State of Texas, and Clinical Facility agree to defend, indemnify and hold harmless the other party, and their respective agents, officers and employees from and against any and all liability or damages arising from the negligent or willful acts or omissions of the indemnifying party, its agents or employees, except

in all cases to the extent arising from the negligence or intentional misconduct of the indemnified party, its agents or employees.

11. The University and the Clinical Facility will not discriminate, sexually harass, or retaliate against any employee, applicant or student enrolled in their respective programs because of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, gender identity, or any other basis protected by law. Should either the Party be given actual or constructive notice of discrimination, harassment, or retaliation on the basis of any of these protected classes, the Parties will cooperate in an investigation to ascertain the facts; stop the discriminatory, harassing, or retaliatory conduct; remedy the effects of such conduct; and prevent the recurrence of such conduct. The University takes responsibility for training its students on its nondiscrimination policies and grievance procedures, and the Clinical Facility takes responsibility for training its employees on its nondiscrimination policies and grievance procedures.

## **VII. FERPA**

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Clinical Facility as a school official with a legitimate educational interest in the educational records of the students who participate in the Clinical Placement Program to the extent that access to the records are required by the Clinical Facility to carry out the Clinical Placement Program. The Clinical Facility agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.

## **VIII. HIPAA**

University and Clinical Facility agree that:

1. Clinical Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 (“the HIPAA Privacy Regulation”);
2. To the extent that University students are participating in the Clinical Placement Program and University faculty are providing supervision at the Clinical Facility as part of the Clinical Placement Program, such students and faculty members shall:

- a. be considered part of Clinical Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR §164.103, but shall not be construed to be employees of Clinical Facility;
  - b. receive training by Clinical Facility on, and subject to compliance with, all of Clinical Facility's privacy policies adopted pursuant to the HIPAA Privacy Regulation; and
  - c. not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to University which a student accessed through participation in the Clinical Placement Program or a faculty member accessed through the provision of supervision at Clinical Facility that has not first been de-identified as provided in 45 CFR §164.514(a);
3. University will not access or request to access any Protected Health Information held or collected by or on behalf of Clinical Facility, from a student or faculty member who is acting as a part of the Clinical Facility's workforce as set forth above, or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and
  4. No services are being provided to Clinical Facility by University pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

### VIII. MISCELLANEOUS PROVISIONS

1. Execution and modification. This Agreement is binding only when signed by both Parties. Any modifications or amendments must be in writing and signed by both Parties.
2. Assignment. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.
3. Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch



whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

4. Governing Law. This Agreement is construed under the laws of Texas. Parties agree to remain silent in regards to venue.

5. Independent Contractor Status. This Agreement will not be construed as creating an employer/employee relationship between University and Clinical Facility or the students.

6. Headings. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

7. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

8. Notice. Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The Parties may change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

University: Texas A&M University - Corpus Christi  
6300 Ocean Drive, MS 5731  
Corpus Christi, Texas 78412  
attn: Contracts Administration  
Email: [contracts@tamucc.edu](mailto:contracts@tamucc.edu)

Clinical Facility: Jefferson County Public Health Unit #1  
 1295 Pearl  
 Beaumont, TX 77701  
 Jefferson County Public Health Unit #2  
 800 4<sup>th</sup> Street  
 Port Arthur, TX 77640  
 attn: Rachel Dragulski, Director of Nursing  
 Email: [rachel.dragulski@jeffcotx.us](mailto:rachel.dragulski@jeffcotx.us)  
 Phone : 409-835-8530

#### 9. Public Information.

- (a) Clinical Facility acknowledges that University is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- (b) Upon University's written request, Clinical Facility will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TAMU-CC.
- (c) Clinical Facility acknowledges that University may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
- (d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Clinical Facility agrees that the Agreement can be terminated if Clinical Facility knowingly or intentionally fails to comply with a requirement of that subchapter.

10. Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Clinical Facility certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Clinical Facility acknowledges this Agreement may be terminated if this certification is inaccurate.

11. Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, Clinical Facility certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this

Agreement. Clinical Facility acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

12. Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, Government Code, the Clinical Facility certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment, if applicable, withheld if this certification is inaccurate.

13. Verification Regarding Boycotting Energy Companies. To the extent that Section 2274.002, Texas Government Code applies to this Agreement, Clinical Facility certifies (1) does not boycott energy companies and (2) will not boycott energy companies during the term of this Agreement.

14. Verification Regarding Discrimination Against Firearm Entities and Trade Associations. To the extent that Section 2274.002, Texas Government Code applies to this Agreement, Clinical Facility certifies (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

15. Records Retention. Clinical Facility will preserve all contracting information, as defined under Texas Government Code, §552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.

16. Not Eligible for Rehire. Clinical Facility is responsible for ensuring that its employees involved in any work being performed for TAMU-CC under this Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 ("NEFR Employee"). In the event TAMU-CC becomes aware that Clinical Facility has a NEFR Employee involved in any work being performed under this Agreement, TAMU-CC will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by TAMU-CC.

17. Limitations. The Parties are aware that there are constitutional and statutory limitations on the authority of TAMU-CC (a State agency) to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on TAMU-CC's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively,

the "Limitations"), and terms and conditions related to the Limitations will not be binding on TAMU-CC except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by TAMU-CC nor any other conduct, action, or inaction of any representative of TAMU-CC relating to this Agreement constitutes or is intended to constitute a waiver of TAMU-CC's or the State's sovereign immunity to suit.

18. Conflict of Interest. By executing this Agreement, Clinical Facility and each person signing on behalf of Clinical Facility certifies, and in the case of a sole proprietorship, partnership or corporation, each Party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

19. Use of Name. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

20. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the Clinical Placement Program and supersedes all other written and oral agreements between the Parties with respect to the Clinical Placement Program. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.



EXECUTED by University and Clinical Facility through their respective duly appointed officers.

**Texas A&M University – Corpus Christi  
Corpus Christi**

**Jefferson County Public Health**

Tg

By: Clarenda M. Phillips  
Clarenda M. Phillips, Ph.D.  
Provost & VP for Academic Affairs  
Dated: 11/1/2023

By: [Signature]  
~~JEFF R. BRADSHAW COUNTY JUDGE~~  
~~EVERETT D. ALFRED~~  
Dated: \_\_\_\_\_

Recommended by:

By: Hassan Aziz  
Dr. Hassan Aziz, Dean  
College of Nursing & Health Sciences  
Dated: 10/31/2023

ATTEST [Signature]  
DATE 10/24/2023



STATE OF TEXAS

§

INTERLOCAL AGREEMENT

COUNTY OF JEFFERSON

§

§

**WHEREAS**, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Port Arthur along with the Jefferson County, Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other; and,

**WHEREAS**, Jefferson County, Texas through the Commissioner Precinct 3 has, from time to time, capacity to provide labor and equipment suitable for maintaining the grass and applying herbicide spray at the North and South Levee Roads on Pleasure Island ; and,

**WHEREAS**, the City of Port Arthur, has, as a result of the significant damages from Hurricane Harvey, the need for cleaning, grading of ditches and conducting maintenance work within the corporate limits of the City of Port Arthur; and,

**WHEREAS**, the City of Port Arthur, does not an adequate supply of the labor or equipment suited for such a task and would specifically as for assistance along those levee roads and has agreed to reimburse Jefferson County in an amount not to exceed \$26,809.36 for such work beginning November 1, 2023 and ending on December 31, 2023 ; and

**NOW, THEREFORE, KNOW ALL MEN BY THE PRESENTS:**

City of Port Arthur and Jefferson County hereby agree as follows:


1. Jefferson County shall assist the City with labor and equipment suitable for maintaining grass and spraying herbicides along the North and South Levee Roads on Pleasure Island and as determined, at the discretion of the Commissioner for Jefferson County Precinct Three, subject to the requirements of Section 791.014 of the Government Code.
2. Consideration for the maintenance work herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the maintenance work needed but shall not exceed \$26,809.36.
3. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
4. This agreement shall be construed according to the laws of the State of Texas.
5. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
6. Any employee of a party performing services pursuant to this agreement


shall not be deemed to be the agent of the party receiving services under this agreement.

- 7. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the 24 day of October, 2023.

  
Jeff R. Branick ~~EVERETT D. ALFRED~~  
Jefferson County Judge

  
Thurman Bartie, Mayor  
Mayor, City of Port Arthur





RESOLUTION NO. 23-405

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PORT ARTHUR AND JEFFERSON COUNTY PRECINCT 3 TO CUT THE GRASS AND APPLY HERBICIDE SPRAY AT THE NORTH AND SOUTH LEVEE ROADS ON PLEASURE ISLAND IN AN AMOUNT NOT TO EXCEED \$26,809.36. FUNDING IS AVAILABLE IN THE OTHER CONTRACTUAL ACCOUNT, ACCOUNT NUMBER 001-13-031-5470-00-10-000.**

**WHEREAS**, the City of Port Arthur does not have enough labor or equipment suitable for maintaining the grass along the North and South Levee Roads on Pleasure Island; and,

**WHEREAS**, the City of Port Arthur requested Jefferson County Precinct 3's assistance with the grass cutting and herbicide spraying of the grass at the North and South Levee Roads on Pleasure Island; and,

**WHEREAS**, the City of Port Arthur shall provide Jefferson County Precinct 3 with a one-time payment in exchange for the County's labor and equipment (see Exhibit A) ; now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:**

**THAT**, the facts and opinions in the preamble are true and correct; and,

**THAT**, the City Manager of the City of Port Arthur is hereby authorized and directed to enter, on behalf of the City, an interlocal agreement between the City of Port Arthur and Jefferson County Precinct 3 to cut the grass and apply herbicide spray at the North and South Levee Roads on Pleasure Island in an amount not to exceed \$26,809.36; and,

**THAT**, funding is available in the Other Contractual Account, Account Number 001-13-031-5470-00-10-000; and,



THAT, this resolution authorizes the City of Port Arthur to allow Precinct 3 to perform work and services pursuant to Texas Government Code Section 791.014; and,

THAT, a copy of the caption of this resolution be spread upon the minutes of the City Council.

READ, ADOPTED, AND APPROVED, this 20th day of September,

2023 AD, at a regular meeting of the City Council of the City of Port Arthur, Texas, by the

following vote: AYES:  Mayor: Bartie, Mayor Tom Hamilton

Councilmembers: Lewis  
Beckcom, Deacet, Finlow and Frank

NOES: none

  
Thurman "Bill" Bartie  
Mayor

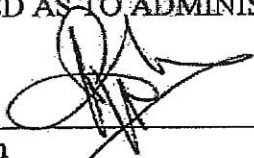
ATTEST:


Kelly Moore  
Sherri Bellard  
City Secretary on behalf of

APPROVED AS TO FORM:

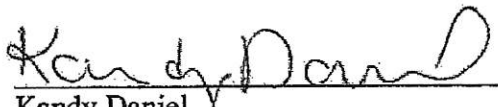
Val Tizeno on behalf of  
Val Tizeno, Esq.  
City Attorney


APPROVED AS TO ADMINISTRATION:

  
\_\_\_\_\_  
Ron Burton  
City Manager

  
\_\_\_\_\_  
George Davis  
Director of Pleasure Island

APPROVED AS TO AVAILABILITY OF FUNDS:

  
\_\_\_\_\_  
Kandy Daniel  
Interim Director of Finance

  
\_\_\_\_\_  
Clifton Williams, CPPB  
Purchasing Manager

**DUPLICATE ORIGINAL  
CONTRACT FOR**

**RES/ORD** 23-405

**PLEASE KEEP FOR  
YOUR FILES OR  
CONTRACTOR**

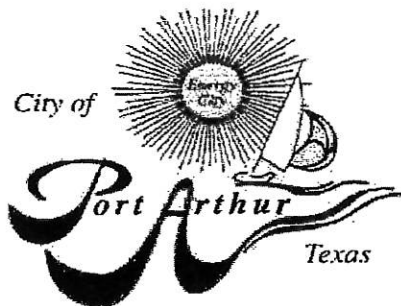
**COUNCIL MEETING  
DATE:** 9-26-23

# Exhibit "A"



**THURMAN BILL BARTIE, MAYOR**  
**TIFFANY HAMILTON, MAYOR PRO TEM**

**COUNCIL MEMBERS:**  
**WILLIE BAE LEWIS**  
**DONEANE BECKCOM**  
**HAROLD L. DOUCET, SR**  
**THOMAS KINLAW III**  
**DONALD FRANK, SR.**



**RONALD BURTON**  
**CITY MANAGER**

**SHERRI BELLARD, TRMC**  
**CITY SECRETARY**

**VAL TIZENO**  
**CITY ATTORNEY**

September 13, 2023

County Commissioner Michael Sinegal, Comm. Pct. 3  
 Jefferson County Road & Bridge Precinct # 3  
 5700 Jade Ave  
 Port Arthur, TX 77640

**RE: Assistance through Inter-local Agreement**

Dear Commissioner Sinegal:

The City of Port Arthur requests the assistance of Jefferson County through an inter-local agreement for the North and South Levees of Pleasure Island.

1. Cut the grass for the North and South Levees of Pleasure Island by using two slope mowers, three side arms and two bush hogs. One Gradall and a dump truck to clean the scattered pieces of waste and trash. Additionally, the City requests your spraying crew to put herbicide spraying (1 time). The City of Port Arthur requests mowing the North and South levees one time this year in October.

**The City of Port Arthur will provide the following for your assistance:**

1. To provide the City of Port Arthur assistance in the North and South Levee, Jefferson County Pct. 3 will have to work overtime the payment to Pct. 3 will be overtime, fuel for equipment used and miscellaneous items.

Labor—60 hours of overtime X 1719.83/hr X 12 employees = \$20,638.00

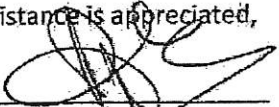
Fuel—300 Gallons X 3.50/gallon = \$1,050.00

Parts- 20% total = \$5,121.36

Total = \$26,809.36

In total, the City shall not exceed \$26,809.36 to cut the grass on the North and South levees.

Your Assistance is appreciated,

  
 \_\_\_\_\_  
 Ron Burton, City Manager

A  
Consider, possibly approve and authorize the  
County Judge to execute an Interlocal  
Agreement between the City of Port Arthur  
and Jefferson County Precinct No. 3,  
pursuant to Section 791.014, Texas  
Government Code.

*Mark D. Simpson*  
10/31/2023

**AGREEMENT  
BETWEEN  
JEFFERSON COUNTY COMMISSIONERS COURT  
AND  
LAMAR UNIVERSITY  
(ON BEHALF OF THE LAMAR UNIVERSITY MEDIA ALLIANCE)**

**PURPOSE OF THIS AGREEMENT:**

The purpose of this Agreement is to define the responsibilities of Lamar University by and through its Lamar University Media Alliance (“LUMA”), and Jefferson County Commissioners Court (JCCC), as it pertains to the SETCAST program and summarizes the understandings of both parties in relation to the video production services provided for the JCCC’s meetings.

**CONTRACT TERM:** This Agreement is for services provided from September 1, 2023 to August 31, 2024, unless terminated by either party giving thirty (30) days written notice to the other.

**DUTIES OF JCCC:**

- a) Provide LUMA with a schedule and agenda for all regular meetings of JCCC, and
- b) Provide location in the meeting room for the camera operator to setup the equipment needed to tape the meetings, and
- c) Provide an audio outlet for the camera operator to plug into the meeting room sound system.

**DUTIES OF LUMA:**

- a) Provide video production services of each scheduled regular or special meetings of JCCC, and
- b) Provide any postproduction work needed to broadcast the videotapes/DVD’s, and
- c) Provide the delivery of the of the videotapes/DVD’s to proper site for their broadcast, and
- d) Supply all equipment and supplies needed to produce videotapes of the meetings, and
- e) Provide copies of all JCCC meetings.

**COMPENSATION TO LUMA:**

- a) JCCC agrees to pay Twelve Thousand Eight Hundred Seventy-Three Dollars and Ninety-Seven Cents (\$12,873.97) to Lamar University for services outlined above, which reflects a three percent increase over the previous fiscal year.
- b) Payment will be made to Lamar University upon delivery of this agreement and invoice.

**GENERAL PROVISIONS:**

1. **Liability:** To the extent permitted by Texas law, each party agrees to indemnify and hold harmless the other from the negligent acts of its own employees, and agents. Notwithstanding any provision of this contract, nothing herein shall be construed as a waiver by either party of its constitutional, statutory or common law rights, privileges,



immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this agreement, the terms of this paragraph shall control.

- 2. **Venue:** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Texas. Any legal action relating to this Agreement shall be brought in Jefferson County, Texas.
- 3. **Disputes:** If a dispute, or controversy, or claim arises out of or relates to this Agreement, the parties will make a good faith attempt to resolve the issues. If the dispute cannot be settled by the parties, the parties agree to follow the dispute resolution process in Chapter 2260 of the Texas Government Code.
- 4. **Nondiscrimination:** In their execution of this agreement, the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
- 5. The parties will comply with all applicable federal, state, and local laws, ordinances and regulations in the performance of this Agreement.
- 6. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties pertaining to the subject matter herein. The parties may not amend this Agreement except in writing, dated after the date of this agreement and signed by each party's representative. This Agreement will become effective upon signatures by the authorized representatives of Lamar University and JCCC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives below.

For: **LAMAR UNIVERSITY**

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

Name: Cynthia Dean

Title: Director – Contract Services

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

For: **Jefferson County CC**

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

Name: Honorable Judge Jeff Branick

Title: Jefferson County Judge

Date: November 14, 2023



ATTEST [Signature]  
DATE 11/14/2023





STATE OF TEXAS                   §  
                                                  §  
COUNTY OF JEFFERSON       §

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the “AGREEMENT”) is made and entered into by and between Jefferson County (hereinafter sometimes referred to as “the COUNTY”), and Cormorant Clean Energy, LLC (hereinafter sometimes referred to as “OWNER”)

**1. RECITALS**

WHEREAS, OWNER possesses interests in taxable real property located within the Cormorant Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated \_\_\_\_\_, 2023 (hereinafter referred to as the “REINVESTMENT ZONE”); and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit “A” attached hereto and which will involve construction of a blue ammonia production facility and related improvements (hereinafter referred to collectively as the “PROJECT”); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within Jefferson County, TX, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit “C.” It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the Project, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

## 2. AUTHORIZATION

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE CORMORANT REINVESTMENT ZONE.**

## 3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

“Base year”, for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not

integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

“Completion” as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Full-time job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least \$77,906 annually (which amount is 110% of the annualized amount of the Jefferson County all industries average weekly wage published by the Texas Workforce Commission for the 1<sup>st</sup> quarter of 2023 (the most recent wage data release available as of the Effective Date)).

“Payment in Lieu of Taxes”. If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

#### 4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by all parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall be a period of ten (10) consecutive Tax Years beginning on the first to occur of (i) January 1, 2030, and (ii) the January 1 immediately following the Tax Year in which Completion occurs, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2027, this AGREEMENT shall be null and void.

#### 5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: Tax Abatement Schedule," OWNER and EPC shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion maintain a level of not less than 50 new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of the first day of the month after the month during which Completion occurs as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 50 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 50 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

$$\begin{aligned}
 A1 &= \text{initial Abatement \$s} \\
 A2 &= \text{revised Abatement \$s} \\
 E1 &= \text{50 full-time jobs} \\
 E2 &= \text{revised employee count} \\
 A2 &= A1 \times (E2/E1)
 \end{aligned}$$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$1.16 billion;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process and will provide this information in a format similar to that provided by the Commissioners Court.



- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
  - i. “Local labor” is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. “Local vendors” and “local suppliers” shall include only those located or having a principal office in Jefferson County. “Local subcontractors” shall include only those located or having a principal office in Jefferson County.
  - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER’S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this “buy local” provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
  - iii. OWNER agrees that it will provide sufficient notice and information regarding the project to qualified local vendors and contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;

- h. OWNER will, and will cause the EPC to, use commercially reasonable efforts to invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

OWNER will use commercially reasonable efforts to obtain a Texas Direct Payment Permit (DPP) and if OWNER obtains a DPP, OWNER will issue a DPP exemption certificate in lieu of sales tax to EPC and remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

- i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
- i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
  - ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
  - iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.

- iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:
  - k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
  - l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
  - m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
  - n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREE Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

- o. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub-contractors. OWNER will contractually cause its general/prime contractor to comply with the requirement of subparagraphs f, i, j, k, l, m, n, and o, and to cooperate with OWNER to comply with subparagraph g, of this Section 5. Upon written request from the County after OWNER signs its EPC agreement with its general/prime contractor ("EPC Agreement"), OWNER will

provide a redacted copy of the EPC Agreement to include the portions of the EPC Agreement which illustrate compliance with the prior sentence of this paragraph.

- p. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.
- p. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

## **6. VALUE OF ABATEMENT**

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

## **7. QUARTERLY MONITORING MEETINGS**

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

## **8. TAXABILITY**

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.



## **9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE**

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2023 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1<sup>st</sup> of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that they have received certified appraisal value for this property, as calculated by the Jefferson County Central Appraisal District.

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

## **10. POLLUTION CONTROL EXEMPTION**

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2020 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced

by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

## **11. EVENT OF DEFAULT**

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

## **12. RECAPTURE OF TAXES**

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code. Notwithstanding any other provisions of this agreement to the contrary, it is distinctly understood between the parties hereto that:

- 1.) For any activity involved in the construction of the improvements contemplated by this agreement, and, unless such vendor, supplier, contractor or service is not available locally; and ,

- 2.) For any constituent good or product incorporated into the construction of the project;

The company must solicit and allow local vendors, contractors, suppliers and companies to bid on the provision of such goods and services from the outset of procurement for same.

FAILURE TO COMPLY WITH THESE PROVISIONS SHALL BE GROUNDS FOR THE JEFFERSON COUNTY COMMISSIONERS COURT, AFTER DUE CONSIDERATION, TO REDUCE THE PERCENTAGES AND YEARS OF THE TAX ABATEMENT. THESE OBLIGATIONS ARE NON-DELEGABLE TO THE PARTIES HERETO AND NONE OF THE OBLIGATIONS MAY BE CONTRACTED AWAY WITH THE EPC CONTRACTOR OR OTHERS. THE RECIPIENT OF AN ABATEMENT AGREEMENT WILL, IF REQUESTED, PROVIDE THE COMMISSIONERS COURT WITH RELEVANT PORTIONS OF ITS CONTRACT WITH THE EPC THAT REQUIRES FULL COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE AGREEMENT

### **13. TERMINATION**

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days' written notice to the COUNTY and COUNTY shall have the right of recapture per Provision number 12 above..

### **14. ASSIGNMENT**

OWNER may assign or otherwise transfer or allocate this AGREEMENT, in whole or in part, to an Affiliate of OWNER who will be the owner or lessee of the PROJECT, or a portion thereof, provided that (i) such Affiliate of OWNER assumes the terms and obligations of this AGREEMENT with respect thereto, and (ii) OWNER provides written notice of such assignment or other transfer or allocation to the COUNTY. Except as otherwise provided in the immediately preceding sentence, OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

### **15. ENTIRE AGREEMENT**

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

### **16. SUCCESSORS AND ASSIGNS**

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses

**OWNER:** Cormorant Clean Energy, LLC  
406 Blackwell Street 4<sup>th</sup> Floor  
Durham, NC 27701  
Attn: Project Manager  
Email: CCE@8rivers.com

With a copy to: Cormorant Clean Energy, LLC  
406 Blackwell Street 4<sup>th</sup> Floor  
Durham, NC 27701  
Attn: General Counsel  
Email: general.counsel@8rivers.com

**COUNTY:** Hon. Jeff R. Branick, County Judge  
 Jefferson County Texas  
 P.O. Box 4025  
 Beaumont, Texas 77704  
 (409) 835-8466  
 (409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney  
 Criminal District Attorney  
 1149 Pearl Street, 3<sup>rd</sup> Floor  
 Beaumont, Texas 77701  
 (409) 835-8550  
 (409) 835-8573 (facsimile)

Mr. Fred L. Jackson,  
 First Assistant: Staff Attorney  
 Jefferson County Courthouse  
 P. O. Box 4025,  
 Beaumont, Texas 77704  
 (409) 835-8466  
 (409) 839-2311 (facsimile)

## 17. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.



**18. INTERPRETATION**

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

**19. APPLICABLE LAW AND VENUE**

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

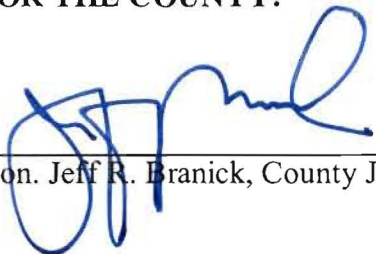
**20. SEVERABILITY**


In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 14<sup>th</sup> day of Nov., 2023.



**FOR THE COUNTY:**

  
\_\_\_\_\_  
Hon. Jeff R. Branick, County Judge

ATTEST   
DATE 11/14/2023

Jefferson County, Texas

**FOR OWNER:**

---

**EXHIBIT A “Description of Project”**

The proposed project is a facility to CONSTRUCT :

Any additional description you desire:

Significant components of the facility would include:

**To construct an ultra-low carbon ammonia facility for the production of clean energy.**

Any additional description you desire:

Significant components of the facility would include:

**To construct an ultra-low carbon ammonia facility for the production of clean energy.**

**“Tax Abatement Schedule”**

| <b>Tax Year of the Ten-Year<br/>Abatement Period</b> | <b>Abatement Percentage</b> |
|------------------------------------------------------|-----------------------------|
| 1                                                    | 100%                        |
| 2                                                    | 100%                        |
| 3                                                    | 100%                        |
| 4                                                    | 100%                        |
| 5                                                    | 100%                        |
| 6                                                    | 100%                        |
| 7                                                    | 100%                        |
| 8                                                    | 100%                        |
| 9                                                    | 100%                        |
| 10                                                   | 100%                        |

**EXHIBIT B “Base Year Property”**



This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.

**EXHIBIT C – “Reinvestment Zone Order”**

**EXHIBIT D – “List of HUB/ DBE Companies”**

**Property Owner may acknowledge the County has previously provided this.**

**Exhibit "E"**

**Jefferson County Abatement Policy**

**It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.**

**EXHIBIT "F" - AFFILIATES OF OWNER**







**AN ORDER RESTRICTING OUTDOOR BURNING IN  
UNINCORPORATED AREAS OF JEFFERSON COUNTY**

STATE OF TEXAS

§

COMMISSIONERS' COURT

§

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

**WHEREAS**, there exists a present danger that fires being used to burn debris may not be adequately controlled and spread and ultimately result in extensive damage and losses; and,

**WHEREAS**, fire departments and emergency responders are not adequately staffed and equipped to respond to fires that are not controlled adequately; and,

**WHEREAS**, pursuant to Sec. 352.081 of the Texas Local Government Code, the Commissioners' Court, by court order, may prohibit or restrict outdoor burning in all and/or part of the unincorporated areas of the county if the Commissioners' Court makes a finding that circumstances are present in all of the unincorporated areas of the county create a public safety hazard that would be exacerbated by outdoor burning; and,

**WHEREAS**, an order issued under this section shall not apply to outdoor burning activities related to public health and safety that are authorized by Texas Parks and Wildlife for prescribed burns to enhance wetland habitat conditions and control fuel loads; the Texas Commission on Environmental Quality for: firefighter training, public utility, natural gas pipeline, or mining operations, or harvesting agricultural crops; and,


**WHEREAS**, a person commits a Class C misdemeanor if the person knowingly or intentionally violates prohibition or restriction established by an order stopped under Sec. 352.081; and,

**WHEREAS**, The County Judge of Jefferson County does hereby enter an Order prohibiting outdoor burning on November 6, 2023.

IT IS THEREFORE ORDERED that outdoor burning is prohibited in all unincorporated areas of Jefferson County, except for said exemptions stipulated above for a period of 10 days effective at 8:55 a.m. on November 6, 2023, unless terminated earlier or extended Court based upon a

determination that the public safety hazard no longer exists or remains by the County Judge and/or Commissioners Court.

Signed this 6<sup>th</sup> day of November, 2023.



JUDGE JEFF R. BRANICK

COUNTY JUDGE





**AN ORDER TO EXTEND RESTRICTION OF OUTDOOR BURNING IN UNINCORPORATED AREAS OF JEFFERSON COUNTY**

**WHEREAS**, there exists a present danger that fires being used to burn debris may not be adequately controlled and spread and ultimately result in extensive damage and losses; and,

**WHEREAS**, fire departments and emergency responders are not adequately staffed and equipped to respond to fires that are not controlled adequately; and,

**WHEREAS**, pursuant to Sec. 352.081 of the Texas Local Government Code, the Commissioners' Court, by court order, may prohibit or restrict outdoor burning in all and/or part of the unincorporated areas of the county if the Commissioners' Court makes a finding that circumstances are present in the southern unincorporated areas of the county create a public safety hazard that would be exacerbated by outdoor burning; and,

**WHEREAS**, an order issued under this section shall not apply to outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: firefighter training, public utility, natural gas pipeline, or mining operations, or harvesting agricultural crops; and,

**WHEREAS**, a person commits a Class C misdemeanor if the person knowingly or intentionally violates prohibition or restriction established by an order stopped under Sec. 352.081; and,

**WHEREAS**, the County Judge of Jefferson entered an Order prohibiting outdoor burning on October 25, 2023.

**IT IS THEREFORE ORDERED** that OUTDOOR BURNING IS PROHIBITED IN ALL UNINCORPORATED AREAS OF JEFFERSON County (except for said exemptions stipulated above) for a period of 90 days effective October 31, 2023, unless terminated earlier based on a determination that the public safety hazard no longer exists by the County Judge and/or Commissioners' Court. A violation of this Order is a Class C misdemeanor with a penalty accessible of up to \$500.00.

SIGNED this OCTOBER 31, 2023.

ATTEST [Signature]  
DATE 10/31/2023  
\_\_\_\_\_  
Judge Jeff R. Branick  
County Judge





STATE OF TEXAS                               §           IN THE COMMISSIONERS COURT  
 COUNTY OF JEFFERSON                   §           OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC 312. 401 OF THE TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the **Cormorant Clean Energy, LLC** facility in the Port Arthur ETJ, TX as a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

- Section 1.   That the Commissioners Court hereby designates the property located at **1970 Highway 73 West, Port Arthur, Jefferson County, Texas, 77640** (mailing purposes only), further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone")
- Section 2   That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3.   That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas
- Section 4   That the Commissioners Court held a public hearing to consider this Order on the **14<sup>th</sup>** day of November, 2023.

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community

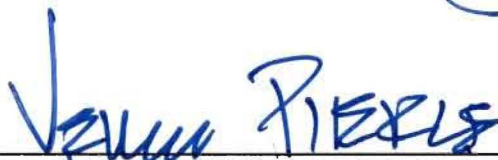
Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 14<sup>th</sup> day of NOVEMBER, 2023.



JEFF R. BRANICK  
County Judge

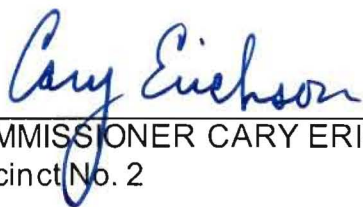




COMMISSIONER VERNON PIERCE  
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3



COMMISSIONER CARY ERICKSON  
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED  
Precinct No 4

**STATE OF TEXAS  
COUNTY OF JEFFERSON**

**INTERLOCAL COOPERATION CONTRACT  
BETWEEN  
COUNTY OF JEFFERSON  
AND  
SPINDLETOP CENTER**

**AMENDMENT #4**

**To Extend Term  
Increase Contract Not To Exceed**

This Amendment #3 is made to the **Mental Health Liaison Interlocal Cooperation Contract** with the contract period 7/28/18 – 08/31/18 effective July 28, 2018 between the County of Jefferson (County) and Spindletop Center (Center). Parties entered into an agreement to fund **Mental Health Liaison** positions for the Mental Health Liaison Program. Reference to which is made for any and all purposes and the same is incorporated herein by reference.

- Amendment #1 extended the term of the contract effective September 1, 2018 to 9/1/18 – 08/31/19.
- The contract automatically renewed effective September 1, 2019 to 9/1/19 – 8/31/20.
- The contract automatically renewed effective September 1, 2020 to 9/1/20 – 8/31/21.
- Amendment #2 extended the term of the contract effective September 1, 2021 to 9/1/21 – 8/31/22.
- Amendment #3 extended the term of the contract effective September 1, 2022 to August 31, 2023.

Edits to the Contract are underlined for emphasis. It is mutually understood and agreed by and between the undersigned partnering parties to amend said executed Interlocal Cooperation Contract effective September 1, 2023 as follows:

- I. **TERM OF AGREEMENT** – The initial term of this Agreement shall be for one (1) year from September 1, 2023 to August 31, 2024, and shall automatically renew on September 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated. To exercise the option to the extend the term, Center will notify Contractor.

VI. **PAYMENT** – The **Center** will pay one hundred percent (100%) of the cost to the **County** for supplying two (2) liaisons (deputies) to provide the law enforcement services; including salaries, benefits, deffered liabilities, training, equipment, vehicle fuel and any additional expenses the **County** may incur in providing the services of the Mental Health deputy for the term of the Agreement. This payment will not exceed the total budgeted amount of One Hundred-Ten Thousand dollars (\$110,000) per liaison (deputy), per fiscal year unless prior written approval is granted from the Center to the County.

All other sections of the Contract remain the same.

**EXECUTION**

The Jefferson County Sheriff signs this Agreement to evidence her willingness to abide by all terms and conditions imposed upon the Sheriff's Office.

Executed this 14<sup>th</sup> day of Nov., 2023.

**SPINDLETOP CENTER**

**COUNTY OF JEFFERSON**

Holly Borel 11/7/2023  
Holly Borel Date  
Chief Executive Officer

Jeff Branick  
Jeff Branick Date  
County Judge

**JEFFERSON COUNTY SHERIFF**

Zena Stephens Date  
County Sheriff



Attest: Laurie Leister  
Laurie Leister  
Interim County Clerk

Address: Jefferson County  
Attn: County Auditor  
1149 Pearl Street, 7<sup>th</sup> Floor  
Beaumont, TX 77701



STATE OF TEXAS  
COUNTY OF JEFFERSON

INTERLOCAL COOPERATION CONTRACT  
BETWEEN  
COUNTY OF JEFFERSON  
AND  
SPINDLETOP CENTER

AMENDMENT #3

To Extend Term  
Increase Contract Not To Exceed

This Amendment #3 is made to the Mental Health Liaison Interlocal Cooperation Contract with the contract period 7/28/18 – 08/31/18 effective July 28, 2018 between the County of Jefferson (County) and Spindletop Center (Center). Parties entered into an agreement to fund Mental Health Liaison positions for the Mental Health Liaison Program. Reference to which is made for any and all purposes and the same is incorporated herein by reference.

- Amendment #1 extended the term of the contract effective September 1, 2018 to 9/1/18 – 08/31/19.
- The contract automatically renewed effective September 1, 2019 to 9/1/19 – 8/31/20.
- The contract automatically renewed effective September 1, 2020 to 9/1/20 – 8/31/21.
- Amendment #2 extended the term of the contract effective September 1, 2021 to 9/1/21 – 8/31/22.

Edits to the Contract are underlined for emphasis. It is mutually understood and agreed by and between the undersigned partnering parties to amend said executed Interlocal Cooperation Contract effective September 1, 2022 as follows:

- I. TERM OF AGREEMENT – The initial term of this Agreement shall be for one (1) year from September 1, 2022 to August 31, 2023, and shall automatically renew on September 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated. To exercise the option to the extend the term, Center will notify Contractor.
- VI. PAYMENT – The Center will pay one hundred percent (100%) of the cost to the County for supplying two (2) liaisons (deputies) to provide the law enforcement

STATE OF TEXAS  
COUNTY OF JEFFERSON

INTERLOCAL COOPERATION CONTRACT

AMENDMENT #1

To Extend Term

This Amendment is made to the **Interlocal Cooperation Contract** previously executed by and between Spindletop Center ("Center") and Jefferson County ("County") with the original contract period of 07/01/2018 – 08/31/2018 with automatic renewal on September 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated.

It is mutually understood and agreed by and between the undersigned contracting parties to amend said previously executed Contract effective September 1, 2018 as follows:

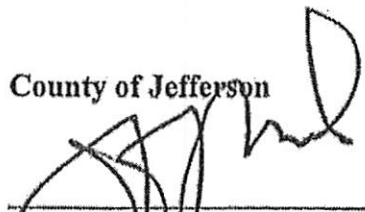
Both parties acknowledge and agree to the automatic renewal of the Contract at the same amount in effect at the time of the initial term.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

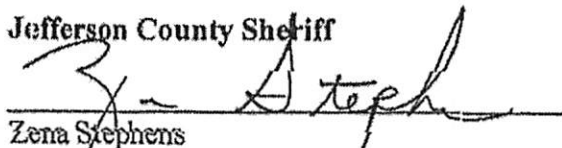
Spindletop Center

  
\_\_\_\_\_  
Holly Borel  
Chief Executive Officer  
Date 9/13/18

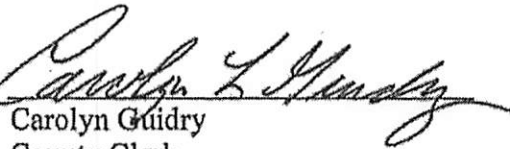
County of Jefferson

  
\_\_\_\_\_  
Jeff Branick  
County Judge  
Date 10/1/18

Jefferson County Sheriff

  
\_\_\_\_\_  
Zena Stephens  
County Sheriff

Attest:

  
\_\_\_\_\_  
Carolyn Guidry  
County Clerk

Address: Jefferson County  
Attn: County Auditor  
1149 Pearl Street, 7<sup>th</sup> Floor  
Beaumont, TX 77701



services; including salaries, benefits, deferred liabilities, training, equipment, vehicle fuel and any additional expenses the County may incur in providing the services of the Mental Health deputy for the term of the Agreement. This payment will not exceed the total budgeted amount of One Hundred-Ten Thousand dollars (\$110,000) per liaison (deputy), per fiscal year unless prior written approval is granted from the Center to the County.

All other sections of the Contract remain the same.

**EXECUTION**

The Jefferson County Sheriff signs this Agreement to evidence her willingness to abide by all terms and conditions imposed upon the Sheriff's Office.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SPINDLETOP CENTER**

**COUNTY OF JEFFERSON**

Holly Borel  
Holly Borel  
Chief Executive Officer

9/16/2022  
Date

Jeff Brabick  
Jeff Brabick  
County Judge

9-27-2022  
Date

**JEFFERSON COUNTY SHERIFF**

\_\_\_\_\_  
Zena Stephens  
County Sheriff  
Date

Attest: Laurie Leister 9-27-2022  
Laurie Leister  
Interim County Clerk



Address: Jefferson County  
Attn: County Auditor  
1149 Pearl Street, 7<sup>th</sup> Floor  
Beaumont, TX 77701

STATE OF TEXAS  
COUNTY OF JEFFERSON

INTERLOCAL COOPERATION CONTRACT

AMENDMENT #2

To Extend Term

WHEREAS, on the 28<sup>th</sup> day of July 2018, the County of Jefferson and Spindletop Center entered into an agreement to fund **Mental Health Liaison** positions for the Mental Health Liaison Program. Reference to which is made for any and all purposes and the same is incorporated herein by reference. The original term was July 28, 2018 to August 31, 2018. Amendment #1 renewed the contract for a 2<sup>nd</sup> term of September 1, 2018 to August 31, 2019. The contract automatically renewed for a 3<sup>rd</sup> term of September 1, 2019 to August 31, 2020 and a 4<sup>th</sup> term of September 1, 2020 to August 31, 2021.

Edits to the Agreement are underlined for emphasis. It is mutually understood and agreed by and between the undersigned partnering parties to amend said executed Interlocal Cooperation Contract effective September 1, 2022 as follows:

- I. TERM OF AGREEMENT – The initial term of this Agreement shall be for one (1) year from September 1, 2021 to August 31, 2022, and shall automatically renew on September 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated. To exercise the option to the extend the term, Center will notify Contractor.

All other sections of the Contract remain the same.

(Signature page to follow)



EXECUTION

The Jefferson County Sheriff signs this Agreement to evidence her willingness to abide by all terms and conditions imposed upon the Sheriff's Office.

Executed this 5<sup>th</sup> day of October, 2021.

SPINDLETOP CENTER

COUNTY OF JEFFERSON

*Holly Borel*

Digitally signed by Holly Borel  
Date: 2021.09.27 16:24:19  
-05'00'

Holly Borel  
Chief Executive Officer

*Jeff Branick*  
County Judge

10/05/2021  
Date

JEFFERSON COUNTY SHERIFF

*Zena Stephens*  
Zena Stephens  
County Sheriff

10/05/2021  
Date

Attest: *Ch-Good*  
Cheresa Goodness  
Interim County Clerk



Address: Jefferson County  
Attn: County Auditor  
1149 Pearl Street, 7<sup>th</sup> Floor  
Beaumont, TX 77701

**STATE OF TEXAS  
COUNTY OF JEFFERSON**

**INTERLOCAL COOPERATION CONTRACT**

This Agreement is made and entered into by and between Spindletop Center, a unit of local government whose principal office is in Beaumont, Jefferson County, Texas, "Center" and the County of Jefferson, a political subdivision of the State of Texas, "County". The purpose of this Agreement is to fund Mental Health Liaison positions for the Mental Health Liaison Program and is authorized pursuant to Chapter 791, Texas Government Code.

Spindletop Center, a community center and an agency of the State of Texas established under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, is authorized to contract for the services made the subject of this Agreement.

In consideration of the mutual Agreements contained herein, the parties agree as follows:

**I.**

**TERM OF AGREEMENT**

The initial term of this Agreement shall begin on July 1, 2018 and shall automatically renew on September 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated.

**II.**

**SERVICES**

Center is designated as a mental health and intellectual and developmental disability local authority by the Health and Human Services Commission (HHSC). Its mission is to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community-based mental health and intellectual and developmental disability services for residents of Jefferson, Orange, Chambers, and Hardin Counties, Texas. These activities sometimes involve coordination of activities with the judicial system. Center requests County to provide Sheriff's deputies as Mental Health Liaisons to assist in fulfilling the Center's mission.

**Responsibilities of the County:**

The County, by and through the Jefferson County Sheriff Department, agrees to provide Mental Health Liaison deputies as agreed upon, ("Liaisons") for the Mental Health Liaison Program. The Liaisons will hold a license of peace officer certified under Section 1701.404, Occupations Code assigned specifically to perform duties pursuant to applicable sections of the Texas Mental Health Code. Both the County and the Center will agree upon the personnel designated as Liaisons.

The Liaison's primary responsibilities will include:

1. Be available for and assist the Center Continuity of Care team with County Jail and hospital follow-ups;
2. Be available for and assist the Center Mobile Crisis team when they respond to crisis calls in the community;
3. Be available for and assist the Center PATH and CSS teams when they respond to calls in the community;
4. Be available for and assist Center clinical staff when working with aggressive or difficult clients;
5. Provide required number of contacts as designated by the Center;
6. Serve as a Liaison between the Center, law enforcement, hospitals, and judicial entities
7. Collaborate with the Center on any additional training pertinent; and
8. Provide training to Center, law enforcement, hospitals, judicial entities, and the community as directed by the Center.

In the performance of these duties, the County shall:

- Provide whatever administrative support and assistance as may be required to fulfill the needs of the parties;
- Provide the Liaisons with the same basic provisions set forth in the current collective bargaining agreement between Jefferson County, Texas and the Jefferson County Sheriff's Association (herein known as "Articles of Agreement");
- Provide the mandated in-service training any additional training required by the Texas Commission on Law Enforcement (TCOLE);
- Provide the same basic and necessary equipment provided to each deputy assigned to law enforcement duties and set forth in the Articles of Agreement "Uniforms, safety, and equipment"; and

The Liaisons and other County personnel who provide services pursuant to this Agreement are Employees of the County, and the County Sheriff shall maintain supervisory control and command over such Employees.

Responsibilities of the Center:

The Center agrees to fund clinicians for the Mental Health Liaison Program. This staff's primary responsibilities will include:

- Responding to calls with the Liaison to perform crisis assessments;
- Responding to calls with the Liaison to provide crisis intervention services;
- Responding to calls with the Liaison to provide crisis follow-up services;
- Coordinating referrals with the Liaison to various Center and community crisis services;
- Coordinating follow-up appointments and providing continuity of care for individuals seen by the team;
- Serving as a Liaison with the Liaison for law enforcement entities (such as police departments, local justices of the peace, and county judges) to the local community mental health system;
- Providing secure and adequate office space with designated locking file space to the Liaison to carry out his/her duties and permit access to all necessary facilities;

- Coordinating and assisting with all activity scheduling and ensure adequate time is allotted for preparation of any and all required reports; and
- Referring any comments, criticism, suggestions or recommendations concerning the Liaison's assignments or performance as soon as possible to the Jefferson County Sheriff, or his/her designee.

### III. TERMINATION

This Agreement may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party thirty (30) days before the effective date of termination.

This Agreement is contingent upon the availability and receipt of local, state or federal funds that Center has allocated to this Agreement. If such funds become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the discretion of Center. Center will be responsible for payment of all monies due up through and including the date of such termination or reduction.

Since Center is responsible for partial funding as required for the Liaison positions, if County fails to receive such funding for any reason when it is due, Liaison will be immediately withdrawn from this service. This paragraph is not to be construed as a contract of employment with Liaison.

### IV. DOCUMENTATION

Liaison shall complete such reports of work-related activities as may be required by Center. The documentation of all reports will be in the manner and on forms prescribed by the Center. Center will provide the Sheriff with a copy of any reports or written documents prepared by the Liaison for the Center upon request.

### V. CONFIDENTIALITY

County must maintain the confidentiality of information received during the performance of this Agreement, including information that discloses confidential personal information or identifies any person served by Center, in accordance with applicable federal and state laws and Center rules.



VI.  
PAYMENT

For the services provided, the Center agrees to pay the County based on the Sheriff's compensation terms of the Articles of Agreement between Jefferson County, Texas and the Jefferson County Deputy Association.

The Center will pay one hundred percent (100%) of the cost to the County for supplying two (2) liaisons (deputies) to provide the law enforcement services; including salaries, benefits, deferred liabilities, training, equipment, vehicle fuel and any additional expenses the County may incur in providing the services of the Mental Health deputy for the term of the Agreement. This payment will not exceed the total budgeted amount of One Hundred Thousand dollars (\$100,000) per liaison (deputy), per fiscal year unless prior written approval is granted from the Center to the County.

The County will be responsible for one hundred percent (100%) of the cost for one (1) liaison (deputy) to provide the law enforcement services; including salaries, benefits, deferred liabilities, Texas Commission on Law Enforcement (TCOLE) training, the County may incur in providing the services of the Mental Health liaison (deputy) for the term of the Agreement.

In addition, the Center also agrees to compensate County for hours worked on behalf of Center in excess of 40, per deputy, per week at the rate of time and one half the officer's regular rate of pay for deputies funded by Center.

Center agrees to reimburse County for all supplies and equipment utilized by Mental Health deputy for deputies funded by Center.

Center expressly understands and agrees that if payment is not received within thirty (30) days of the date due, this Agreement may be terminated by County without further notice. Further, failure to make demand for payment due shall not be a waiver of Center's obligation to make timely payments.

Center agrees to restrict as part of the Center's fund balance the amount necessary to fund the deferred liabilities for sick leave, vacation accrual and other post-employment benefits related to the Mental Health deputy. This amount will be estimated by the County Auditor's Office on an annual basis,

County, acting through the County Auditor's Department, will submit a quarterly billing statement (invoice) to the Splindletop Center, 655 S. 8<sup>th</sup> Street, Beaumont, Texas, 77701. Center will make payment in accordance with the terms of what is commonly called the Texas Prompt Payment Act.

No payment can be made by Center until this Agreement has been signed and returned to Center.

VII.  
**BOOKS AND RECORDS**

All books, records and other methods of documentation related to this Agreement are and will be open to audit by HHSC during normal business hours.

VIII.  
**CENTER CONTRACT REQUIREMENTS**

The Authority is required to insert the provisions of 25 TAC §412.57 in all of its contracts. Exhibit "A" is a copy of the provisions. The parties agree that the majority of the provisions do not apply to County; however, those that are applicable shall apply.

An executed Business Associate Agreement (Exhibit "B") must be on file, in addition to, this Agreement pursuant to which Center may provide County with access to health information that is protected by state and/or federal law.

IX.  
**VENUE**

Venue and/or jurisdiction for this Agreement shall be in Jefferson County, Texas.

X.  
**NOTICES**

All notices to be given under this Agreement shall be sent by certified mail, return receipt requested, at the address shown below.

XI.  
**EXECUTION BY SHERIFF**

The Jefferson County Sheriff signs this Agreement to evidence his/her willingness to abide by all terms and conditions imposed upon the Sheriff's Office.

Executed this 14th day of May, 2018.

**SPINDLETOP CENTER**

By: *Lisa Bibbs*  
Printed Name: Lisa Bibbs  
Chief Executive Officer

Address: 655 South 8th St.  
Beaumont, TX 77701

**COUNTY OF JEFFERSON**

**JEFFERSON COUNTY SHERIFF'S OFFICE**

By: *[Signature]*  
Printed Name: \_\_\_\_\_  
County Judge

By: *[Signature]*  
Printed Name: \_\_\_\_\_  
County Sheriff

Attest: *Carolyn L. Gandy*  
Printed Name: \_\_\_\_\_  
County Clerk

Address: Jefferson County  
Attn: County Auditor  
1149 Pearl Street, 7th Floor  
Beaumont, TX 77701



I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES OF SPINDLETOP CENTER IN OPEN MEETING ON THE 26 DAY OF June, 2018.

By: *Billy Awwett*  
Printed Name: Billy Awwett  
Secretary to the Board of Trustees

**EXHIBIT "A"**  
**TAC §412.57**

## Texas Administrative Code

|                     |                                                |
|---------------------|------------------------------------------------|
| <u>TITLE 25</u>     | HEALTH SERVICES                                |
| <u>PART 1</u>       | DEPARTMENT OF STATE HEALTH SERVICES            |
| <u>CHAPTER 412</u>  | LOCAL MENTAL HEALTH AUTHORITY RESPONSIBILITIES |
| <u>SUBCHAPTER B</u> | CONTRACTS MANAGEMENT FOR LOCAL AUTHORITIES     |
| <u>RULE §412.57</u> | Provisions for Community Services Contracts    |

(a) The local authority must ensure that all its community services contracts are consistent with the local authority's performance contract and with the model contracts designed by TDMHMR as required by the Texas Health and Safety Code, §534.055(c).

(b) The local authority must include in all of its community services contracts that are funded by TDMHMR provisions stating:

- (1) the contract term;
- (2) the community service(s) to be purchased;
- (3) the identification of all parties;
- (4) the total allowable payment or, if the community service is procured through open enrollment or is on a capitated basis, the rate of payment;
- (5) the method of payment;
- (6) that the contractor must comply with all applicable federal and state laws, rules, and regulations, including:
  - (A) Title VI of the Civil Rights Act of 1964;
  - (B) Section 504 of the Rehabilitation Act of 1973;
  - (C) the Americans with Disabilities Act of 1990 (ADA); and
  - (D) the Age Discrimination in Employment Act of 1967;
- (7) that if, as a result of a change to a TDMHMR rule or state or federal law, the contractual obligations of the contractor are materially changed or a significant financial burden is placed on the contractor, then the parties may renegotiate in good faith to amend the contract;
- (8) that no consumer will be excluded from participation in, denied the benefits of, or unlawfully discriminated against, in any program or activity funded by the contract on the grounds of race, color, ethnicity, national origin, religion, sex, age, disability, or political affiliation in accordance with applicable laws;
- (9) that all documents pertinent to the contract, including consumer records, will be retained by the contractor for a period of five years;
- (10) that all consumer-identifying information will be maintained by the contractor as confidential in accordance with applicable law and Chapter 414, Subchapter A of this title (relating to Client-Identifying Information);
- (11) that the contractor, its licensed staff, and other appropriate staff (such as QMHP-CS) will be credentialed before services are delivered to consumers by such contractor and staff;
- (12) a dispute resolution process;



(13) the clearly defined performance expectations which directly relate to the community service's objectives, including goals, outputs, and measurable outcomes, and that the contractor must provide services in accordance with such expectations;

(14) that any allegation of abuse, neglect, or exploitation of a consumer under the contract will be reported in accordance with applicable law, TDMHMR rules, and Texas Department of Protective and Regulatory Services rules;

(15) that AIDS/HIV workplace guidelines, similar to those adopted by TDMHMR and AIDS/HIV confidentiality guidelines and consistent with state and federal law, will be adopted and implemented by the contractor;

(16) that the contractor will comply with the relevant TDMHMR rules, certifications, accreditations, and licenses, that are specified in the contract;

(17) that services will be provided in accordance with consumers' treatment plans;

(18) that pursuant to Texas Health and Safety Code, §534.061, TDMHMR, the local authority, and their designees, including independent financial auditors, shall have, with reasonable notice, unrestricted access to all facilities, records, data, and other information under the control of the contractor as necessary to enable the local authority to audit, monitor, and review all financial and programmatic activities and services associated with the contract;

(19) any sanctions and remedies the local authority may take in response to the contractor's failure to comply with the contract provisions; and

(20) that the contractor will immediately notify the local authority of any change, or potential change, in its status that could affect its inclusion in the provider network.

(c) The local authority must include in all of its community services contracts for residential services that are funded by TDMHMR provisions stating:

(1) that the contractor shall provide evidence of criminal history record information on the contractor's applicants, employees, and volunteers, pursuant to the Texas Health and Safety Code, §533.007 and Chapter 250; the Texas Government Code, §411.115; and Chapter 414, Subchapter K of this title (relating to Criminal History Clearances); and

(2) that if an applicant, employee, or volunteer of the contractor has a criminal history relevant to his or her employment as described in Chapter 414, Subchapter K of this title (relating to Criminal History Clearances), then the contractor will take appropriate action with respect to the applicant, employee, or volunteer, including terminating or removing the employee or volunteer from direct contact with consumers served by the contractor.

(d) Community services contracts that require the contractor to assume responsibility for the funds of a consumer must contain provisions requiring the contractor to have and abide by a written policy, which is subject to approval by the local authority, for protecting and accounting for such funds in accordance with generally accepted accounting principles.

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Source Note: The provisions of this §412.57 adopted to be effective April 22, 2001, 26 TexReg 2845

## EXHIBIT "B"

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA"), is hereby entered into between Spindletop Center, ("Covered Entity"), and Jefferson County, Texas, ("Business Associate").

WHEREAS, Covered Entity and Business Associate have entered into an agreement to provide \_\_\_\_\_ pursuant to which Covered Entity may provide Business Associate with access to health information that is protected by state and/ or federal law;

WHEREAS, Business Associate and Covered Entity desire that Business Associate obtain access to such information in accordance with the terms specified herein; and

NOW THEREFORE, in consideration of the mutual promises set forth in this BAA and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Definitions.** Unless otherwise specified in this BAA, all capitalized terms not otherwise defined shall have the meanings established in Title 45, Parts 160 and 164, of the United States Code of Federal Regulations, as amended from time to time, and/or in the Health Information Technology for Economic and Clinical Health ("HITECH") Act. For purposes of clarification, the following terms shall have the definitions set forth below:
  - 1.1 "Privacy Rule" shall mean the standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, Subparts A and E.
  - 1.2 "Security Rule" shall mean the standards of security requirements of the HIPAA regulations at 45. C.F.R. §§302 through 164.31.
2. **Business Associate Obligations.** Business Associate may receive from Covered Entity health information that is protected under applicable state and/ or federal law, including without limitation, Protected Health Information ("PHI"). Business Associate agrees not to Use or Disclose (or permit the Use or Disclosure of) PHI in a manner that would violate the requirements of the Privacy Rule or the Security Rule under HIPAA or HITECH, if the PHI were used or disclosed by Covered Entity in the same manner. Business Associate shall use appropriate safeguards to prevent the Use or Disclosure of PHI other than as expressly permitted under this BAA. Business Associate agrees to not directly or indirectly receive payment in exchange for any PHI, unless Covered Entity obtained from the individual, who is the subject of the PHI, a signed written authorization specifically stating that the PHI can be exchanged for payment, or otherwise permitted by the limited exceptions as provided in HITECH §13405(d). Business Associate agrees to mitigate, to the extent reasonably possible, any harmful

effect that is known to Business Associate from any use or disclosure of PHI by Business Associate that is not authorized by this Agreement. Business Associate further agrees to mitigate, to the extent reasonably possible, any harmful effect that is known to Business Associate from any Security Incident or, after a reasonable investigation, would be known to Business Associate.

3. Use of PHI. Business Associate may use PHI as necessary (i) for performing services set out in the Underlying Agreement, or (ii) for carrying out its legal responsibilities, provided in each case that such Uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.
4. Disclosure of PHI. Business Associate may Disclose PHI as necessary (i) to perform services under the Underlying Agreement, or (ii) to carry out its legal responsibilities, provided that either (a) the Disclosure is Required by Law or (b) the Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will be held confidential and further Used and Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and such person agrees to immediately notify the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
5. Reports. Business Associate agrees to report to Covered Entity:
  - 5.1 Any Use or Disclosure of PHI not authorized by this BAA within five (5) days of the Business Associate becoming aware of such unauthorized Use or Disclosure;
  - 5.2 Any Security Incident within five (5) days of the Business Associate becoming aware of the Security Incident; and,
  - 5.3 Any Breach of Unsecured PHI Discovered by Business Associate, to the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys or otherwise holds, Uses or Discloses Unsecured PHI, unless delayed for law enforcement purposes, without delay and in no case later than five (5) calendar days after Discovery of the Breach, and shall include the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or Disclosed during such Breach. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 C.F.R. § 164.404(c) or as soon thereafter as information becomes available.

6. Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing in accordance with 45 C.F.R. § 164.504(e)(1)(i) that the Recipient will appropriately safeguard the information by imposing, at minimum, the same restrictions and conditions that apply to the Business Associate under this BAA.

7. Individual Rights to Access and Amendment.

7.1 Access. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall permit an Individual to inspect or copy PHI contained in that set about the Individual in accordance with the Privacy Rule set forth in 45 C.F.R. § 164.524, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.524, as determined by the Covered Entity. In the event a Business Associate uses or maintains an Electronic Health Record on behalf of Covered Entity, then, as of the date required by HITECH, an Individual's right of access under 45 C.F.R. § 164.524 shall include the right to obtain a copy of the PHI in an electronic format and, if the Individual chooses in a clear, conspicuous and specific manner, to direct the Business Associate to transmit such copy to any person designated by the Individual. Business Associate shall respond to any request from Covered Entity for access by an Individual within five (5) days of such request unless otherwise agreed to by Covered Entity. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost based fee may be charged for copying PHI or providing a summary of PHI in accordance with 45 C.F.R. § 164.524(e)(4), provided that any such fee relating to a copy or summary of PHI provided in an electronic form may not be greater than the labor costs incurred in response to the request for the copy or summary.

7.2 Amendment. Business Associate shall accommodate an Individual's right to amend PHI or a record about the Individual in a Designated Record Set in accordance with the Privacy Rule set forth at 45 C.F.R. § 164.526, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.526, as determined by the Covered Entity. Covered Entity shall determine whether a denial to an amendment request is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for amendment by an Individual and shall make any amendment requested by Covered Entity within ten (10) days of such request. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set.

8. Accounting of Disclosures.

8.1 General Accounting Provisions. Business Associate shall make available to Covered Entity in response to a request from an Individual, information required for an accounting of Disclosures of PHI with respect to the Individual, in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time,



unless an exception to such Accounting exists under 45 C.F.R. § 164.528. Such Accounting is limited to Disclosures that were made in the six (6) years prior to the request and shall not include any Disclosures that were made prior to the compliance date of the Privacy Rule. Business Associate shall provide such information necessary to provide an accounting within thirty (30) days of Covered Entity's request.

- 8.2 *Special Provisions for Disclosures made through an Electronic Health Record.* As of the date required by HITECH, if Covered Entity uses or maintains an Electronic Health Record with respect to PHI and if Business Associate makes Disclosures of PHI for Treatment, Payment or Health Care Operations purposes through such Electronic Health Record, Business Associate will provide an accounting of Disclosures that Covered Entity has determined were for Covered Entity's Treatment, Payment and/or Health Care Operations purposes to Individuals who request an accounting directly from Business Associate. Any accounting made pursuant to this Section 8.2 shall be limited to Disclosures made in the three (3) years prior to the Individual's request for the accounting. The content of the accounting shall be in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time.
- 8.3 *Fees for an Accounting.* Any accounting provided under Section 8.1 or Section 8.2 must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost based fee may be charged for subsequent accountings if Business Associate informs the Covered Entity and the Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request.
9. Withdrawal of Consent or Authorization. If the use or disclosure of PHI in this BAA is based upon an Individual's specific consent or authorization for the use of his or her PHI, and (i) the Individual revokes such consent or authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the Use and Disclosure of any such Individual's PHI except to the extent it has relied on such Use or Disclosure, or where an exception under the Privacy Rule expressly applies.
10. Records and Audit. Business Associate shall make available to Covered Entity and to the Secretary of Health and Human Services ("Secretary") or her agents, its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Privacy Rule and the Security Rule or any other health oversight agency, in a timely manner designated by Covered Entity or the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests served upon Business Associate by or on behalf of any and all government authorities relating to PHI received from, or created or received by, Business Associate on behalf of Covered Entity.

11. Notice of Privacy Practices. Covered Entity shall provide to Business Associate its Notice of Privacy Practices ("Notice"), including any amendments to the Notice. Business Associate agrees that it will abide by any limitations set forth in the Notice, as it may be amended from time to time, of which it has knowledge. An amended Notice shall not affect permitted Uses and Disclosures on which Business Associate has relied prior to receipt of such Notice.
12. Security. Business Associate will (i) implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required under the Security Rule; and (ii) ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such information as required under the Security Rule. Further, as of the date required by HITECH, Business Associate shall comply with the standards and implementation specifications set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 with respect to such Administrative, Physical and Technical Safeguards.
13. Term and Termination.
  - 13.1 This BAA shall commence on the effective date of the Agreement and shall remain in effect until terminated in accordance with the terms of this Section 13, provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this BAA prior to the effective date of termination, all of which shall continue in accordance with their terms.
  - 13.2 Covered Entity shall have the right to terminate this BAA for any reason upon thirty (30) days written notice to Business Associate.
  - 13.3 Covered Entity, at its sole discretion, may immediately terminate this BAA and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing:
    - i) Business associate shall fail to observe or perform any material covenant or agreement contained in this BAA for ten (10) days after written notice thereof has been given to Business Associate by Covered Entity; or
    - ii) A violation by Business Associate of any provision of the Privacy Rule, Security Rule, or other applicable federal or state privacy law.
  - 13.4 Upon the termination of negotiations for a possible business relationship with Covered Entity, this BAA shall terminate simultaneously without additional notice.
  - 13.5 Upon termination of this BAA for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise created through the performance of the Agreement Services for

Covered Entity that is in the possession or control of Business Associate or its agents. In the case of information for which it is not feasible to "return or destroy", Business Associate shall continue to comply with the covenants in this BAA with respect to such PHI and shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment. Termination of this BAA shall be cause for Covered Entity to terminate the Agreement.

14. Miscellaneous.

14.1 *Notice.* All notices, requests, demands and other communications required or permitted to be given or made under this BAA shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below.

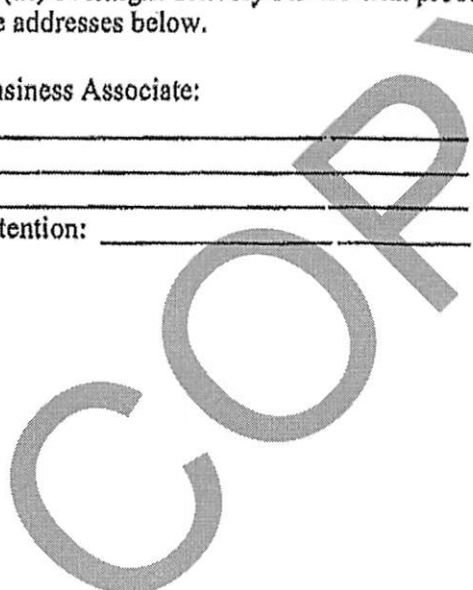
Business Associate:

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

Attention: \_\_\_\_\_

Covered Entity:

Spindletop Center  
655 S. 8<sup>th</sup> St.  
Beaumont, TX 77701  
Attention: CEO



- 14.2 *Waiver.* No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
- 14.3 *Assignment.* Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this BAA without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
- 14.4 *Compliance with HITECH; Agreement to Amend BAA.* The parties agree that it is their intention (i) to comply with the privacy and security provisions contained in HITECH and (ii) to incorporate those provisions into this BAA to the extent required by HITECH. The parties further agree to amend this BAA to the extent necessary to comply with state and federal laws, including without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HITECH, and any regulations promulgated or other guidance issued pursuant to HIPAA and HITECH.
- 14.5 *Entire Agreement.* This BAA constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this BAA, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA and the terms of any such later agreement(s), the terms of this BAA shall control unless the terms of such later agreement comply with the Privacy Rule and the Security Rule. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. This BAA is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third party beneficiary under this BAA, nor shall any third party have any rights as a result of this BAA.
- 14.6 *Governing Law.* This BAA shall be governed by and interpreted in accordance with the laws of the State where Covered Entity is located.
- 14.7 *Counterparts.* This BAA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this BAA, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this BAA is sought.



**AGREED AND ACKNOWLEDGED:**

**BUSINESS ASSOCIATE:**

Company Name: Jefferson County, Texas

By: [Signature]

Name: Jeff Beavick

Title: County Judge

Date: 10/1/18

**COVERED ENTITY:**

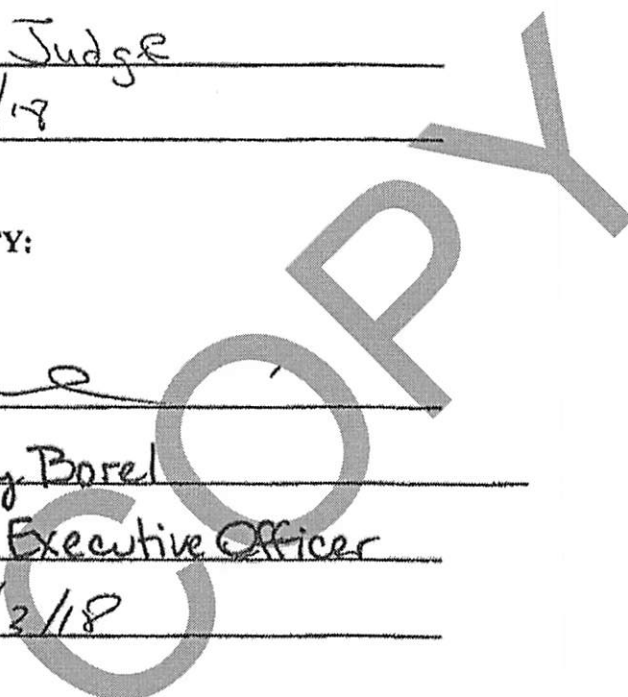
Spindletop Center

By: [Signature]

Name: Holly Borel

Title: Chief Executive Officer

Date: 9/13/18





I, \_\_\_\_\_, County Clerk of Jefferson County, Texas do hereby certify that the within instrument was filed for registration in my office and duly recorded on \_\_\_\_\_, 2023, in County Clerk's File No. \_\_\_\_\_ Jefferson County Plat Records.

County Clerk, Jefferson County, Texas

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

**Mets and Bounds Description:**

BEING a 9.92 acre tract of land lying in the T. S. McFarland Survey, Abstract No. 38, Jefferson County, Texas, and being that called 8.73 acre tract of land described as a specific bequest to Sabrina Alfaro under the last will and testament of Lena Hargraves dated November 9, 2009 probated under Cause No. 102465 in the County Court of Jefferson County, Texas by order dated May 18, 2011, and described in Volume 1936, Page 413 of the Official Public Records of Jefferson County, Texas, said 9.92 acres being more particularly described as follows:

BEGINNING a 1" iron pipe found in the east right-of-way line of Interstate Highway 10 (a public roadway), at the southwest corner of that called 2.7981 acre tract of land described in an instrument to FAS International, Inc. of record in Clerk's File No. 2022020157 of said Official Public Records and being the northwest corner of the herein described tract (from which a concrete monument bears N 44°34'06" E 418.80');

THENCE North 87°06'21" East, (Called North 89°39'52" East) along the south line of said 2.7981 acre tract, the north line of said 8.730 acre tract for a distance of 577.94 feet to a 1 1/4" iron rod found in the west line of the remainder of that called Tract 1 (called 7.128 acres) described in an instrument to Roy E. Hargraves, of record in Volume 1486, Page 356 of said Official Public Records, at the southeast corner of said 2.7981 acre tract and being the most northerly northeast corner of the herein described tract (from which a 1 1/2" iron rod bears N 07°12'15" W 164.62);

THENCE South 07°31'25" East, along the west line of said Tract 1 and the east line of said 8.730 acre tract for a distance of 112.82 feet to a 1/2" iron rod found for angle point;

THENCE South 12°59'48" East, (Called South 10°27'00" East) continuing along the west line of said Tract 1 and an easterly line of said 8.730 acre tract for a distance of 116.76 feet to a 1" iron pipe found for the southwest corner of said Tract 1 and being an interior corner of the herein described tract;

THENCE North 84°55'53" East, (Called North 87°09'00" East) along the south line of said Tract 1 and the most easterly north (monumented/occupied) line of said 8.730 acre tract for a distance of 364.13 feet (Called 360.25') to a 1/2" iron pipe found for the northeast corner of the herein described tract;

THENCE South 00°22'46" West, (Called South 00°12'00" East) along the west line of said Tract 33 and the most easterly line of said 8.730 acre tract for a distance of 205.87 feet (Called 200.00') to a 5/8" iron rod found in the north line of that called 27.211 acre tract of land described in an instrument to Hershel T. & Nancy P. Williams, of record in Clerk's File No. 2020008473 of said Official Public Records, at the southwest corner of said Tract 33 and being the southeast corner of the herein described tract;

THENCE South 84°19'53" West, (Called South 87°09'00" West) along the north line of said 27.211 acre tract and the south line of said 8.730 acre tract for a distance of 360.32 feet (Called 360.25') to a 1 1/4" iron pipe found (bent) for the northwest corner of said 27.211 acre tract, the northeast corner of that called Tract 1 (called 7.292 acres) described in an instrument of record to Anthony Baker, of record in Clerk's File No. 2018003157 of said Official Public and being an angle point for the south line of the herein described tract;

THENCE South 87°52'15" West, (Called South 89°48'00" West) along the north line of said 7.292 acre tract and the south line of said 8.730 acre tract for a distance of 1062.93 feet (called 1056.89') to a capped rod set "Access Surveyors" in the east right-of-way line of said highway, for the northwest corner of said 7.292 acre tract and being the southwest corner of the herein described tract;

THENCE North 44°44'17" East, (Called North 47°10'00" East) along the east right of way line of said highway and the west line of said 8.73 for a distance of 626.78 feet (Called 148.73') to the POINT AND PLACE OF BEGINNING, containing 9.92 acres of land, more or less.

**Ownership Certificate:**

State of Texas  
County of Jefferson

KNOW ALL MEN BY THESE PRESENTS, That I, Sabrina Alfaro, owner of that called 8.73 acre tract described in Probate Case No. 102465, Probate Records of Jefferson County, Texas, DO HEREBY SUBDIVIDE said property in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and do hereby dedicate to the public the streets and easements shown hereon.

Witness my hand, this 30th day of October, 2023.

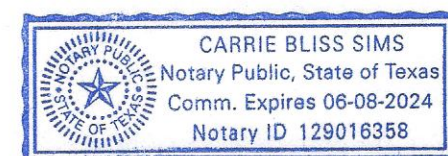
*Sabrina Alfaro*  
Sabrina Alfaro (Owner)

State of Texas  
County of Jefferson

BEFORE ME, the undersigned authority, on this day personally appeared Sabrina Alfaro known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office this the 30th day of October, 2023.

By: *Carrie Bliss Sims*  
Notary public in and for the state of Texas



**Certificate of County Approval:**

Approved by the Commissioners Court of Jefferson County, Texas of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, authorizing the filing for record of this plat. Jefferson County assumes no obligations for the maintenance of streets, roads, drainage or any other improvements.

Commissioner, Precinct No. 1  
Jefferson County, Texas

Commissioner, Precinct No. 2  
Jefferson County, Texas

Commissioner, Precinct No. 3  
Jefferson County, Texas

Commissioner, Precinct No. 4  
Jefferson County, Texas

County Judge  
Jefferson County, Texas

**Certificate of County Engineer:**

I, \_\_\_\_\_ County Engineer of Jefferson County, Texas do hereby certify that this plat complies with all existing rules and regulations of this office as adopted by the Commissioner's Court of Jefferson County, Texas.

County Engineer

**Surveyor's Notes:**

- This survey was completed to reflect the title commitment issued by First American Title Guaranty Company with an effective date of October 5, 2023. GF# SL-012658.
- All bearings and coordinates are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone.
- According to FEMA's Flood Insurance Rate Map No. 480385 0245 C, Dated August 06, 2002, the subject property is located in Flood Zone "A".
- Property corners are marked with rods capped "Access Surveyors", unless shown otherwise.
- Survey plotted for property conveyance only, no improvements shown.

**Development Regulations Notes:**

No construction or other development within this plat may begin until all Jefferson County development requirements have been met.

**School District Note:**

This minor plat is within the boundaries of the **Hamshire-Fannett ISD**.

**Utility Notes:**

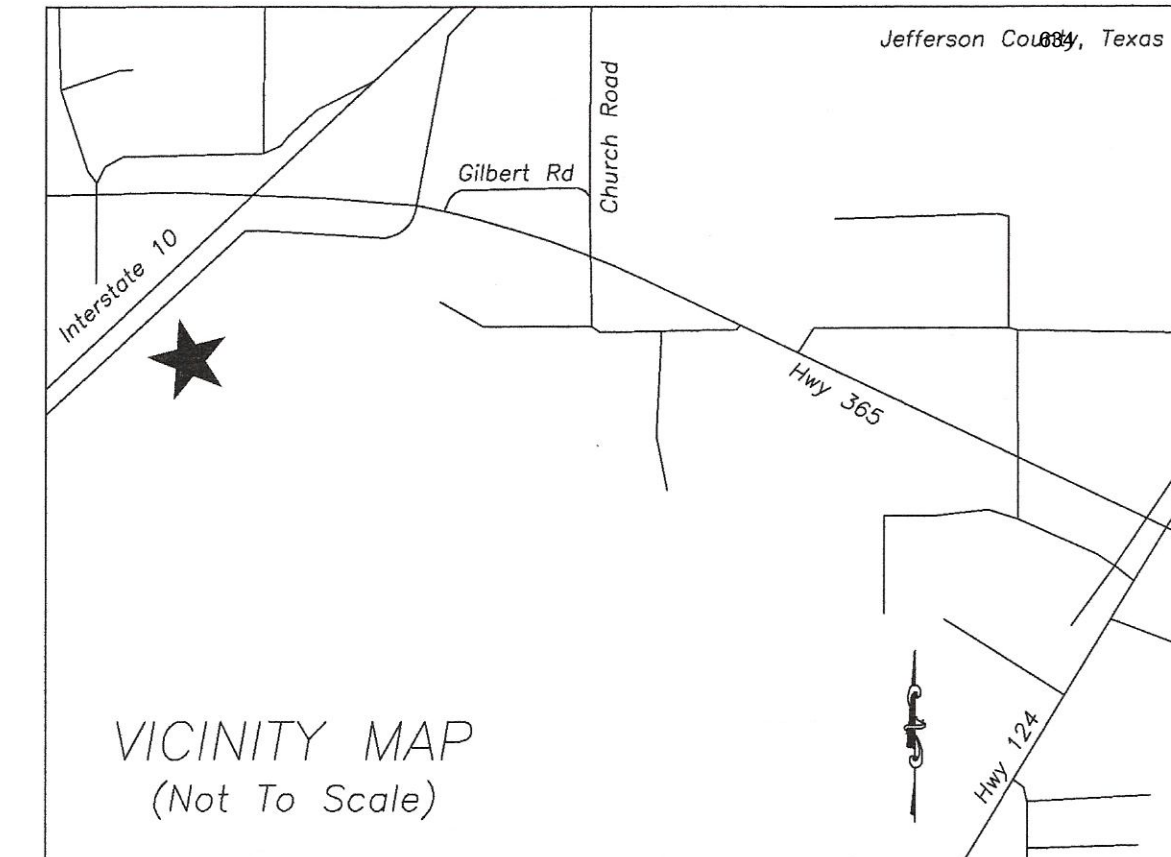
- Electric Utility Service will be provided by: **Entergy Texas**
- Telephone utility service will be provided by: **AT&T**
- Gas utility service will be provided by: **CENTERPOINT ENERGY**
- Water utility service will be provided by: **NZA**
- Sewer utility service will be provided by: **WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT**
- Cable utility service will be provided by: **Satellite**

**Sewage Disposal Note:**

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system, which has been approved and permitted by Jefferson County.

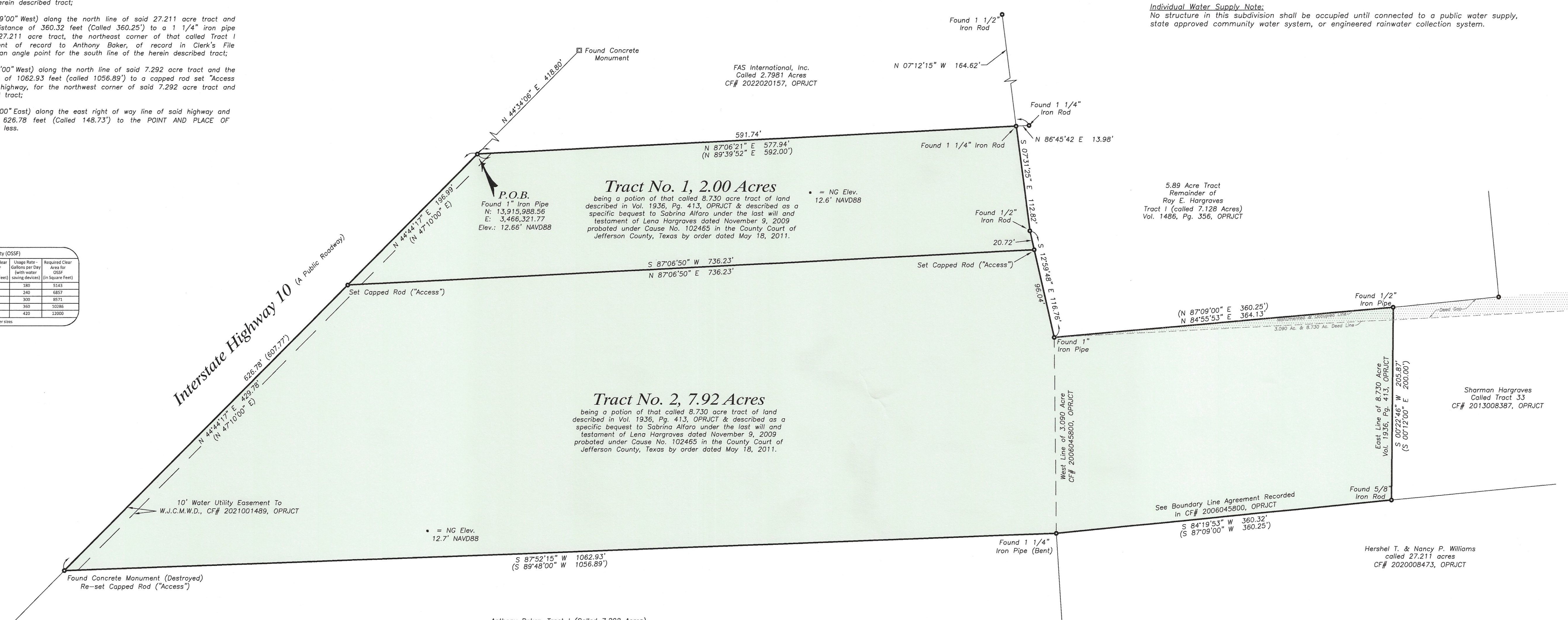
**Individual Water Supply Note:**

No structure in this subdivision shall be occupied until connected to a public water supply, state approved community water system, or engineered rainwater collection system.



| Required Clear Space for an On-Site Sewage Facility (OSSF) |                                                            |                                               |                                               |
|------------------------------------------------------------|------------------------------------------------------------|-----------------------------------------------|-----------------------------------------------|
| Type of Facility                                           | Usage Rate: Gallons per Day (without water saving devices) | Required Clear Area for OSSF (In Square Feet) | Required Clear Area for OSSF (In Square Feet) |
| Single Family Dwelling (1 or 2 Bedrooms) < 2500 sq. ft.    | 725                                                        | 4426                                          | 1543                                          |
| Single Family Dwelling (3 Bedrooms) < 2500 sq. ft.         | 900                                                        | 5572                                          | 1887                                          |
| Single Family Dwelling (4 Bedrooms) < 3000 sq. ft.         | 975                                                        | 5674                                          | 1939                                          |
| Single Family Dwelling (5 Bedrooms) < 4000 sq. ft.         | 1400                                                       | 8387                                          | 2806                                          |
| Single Family Dwelling (6 Bedrooms) < 5000 sq. ft.         | 2100                                                       | 12500                                         | 4000                                          |

Note: SAMPLE - consult the TCRG Regulations for proper sizes.



**MCFARLAD SURVEY HARGRAVES ADDITION NO. 1**  
Minor Plat of a 9.92 Acre Tract Vol. 1936, Pg. 413, OPRJCT  
Into **TRACT NO. 1 & TRACT NO. 2**  
part of the T. S. McFarland Survey, Abstract NO. 38  
Jefferson County, Texas

**ACCESS**  
Surveyors, LLC  
Commercial - Industrial - Residential  
11025 Old Voth Road - Beaumont, Texas 77713  
Telephone (409) 838-6322 Facsimile 838-6122  
www.access-surveyors.com § rpls5163@aol.com  
File: 2023776 Firm No. 10136400 Technician: A.M.LEA

**Surveyor's Certificate:**  
I, Scott N. Brackin, a Registered Professional Land Surveyor in the State of Texas, certify that this plat has been prepared from an actual standard land survey on the ground, that all corners were found or set as noted, and that this plat correctly represents said survey by me and is in accordance with the subdivision regulations of Jefferson County, Texas.  
SURVEY DATED: SEPTEMBER 14, 2023  
PLAT DATED: SEPTEMBER 28, 2023

*Scott N. Brackin*  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6650